



Blue Ox Designs, LLC.
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Oxballs | hünkyjunk MAP Policy

Blue Ox Designs LLC, manufacturers of Oxballs and hünkyjunk branded products, establishes this MAP policy to protect the value of its brands and ensure a reasonable return for its authorized partnering distributors and retailers across North America.

This policy applies to all forms of advertising medias including catalogues, flyers, print ads, and all online channels such as Amazon, Ebay and other 3rd party selling sites. This policy is in place to protect Oxballs and hünkyjunk products in the marketplace and to uphold the integrity and value of the brands for retailers. Blue Ox Designs will act upon any known infractions to the MAP with a series of consequences outlined below.

This non-negotiable MAP policy is unable to be modified in any way, no matter the customer, unless otherwise stated as a broad time-bound sale and authorized by the manufacturer.

SCOPE

The “MAP”, or minimum advertised price, is a price policy set in place which will apply to all distributors, retailers and other selling entities whom are approved and authorized by Blue Ox Designs to sell products under the Oxballs and hünkyjunk collections in North America.

Selling Partners are free to sell at any price they choose. The MAP policy only aims to protect Blue Ox Designs trade names with minimum **advertised** prices and does not apply to the price at which products are actually sold.

The MAP Policy does not establish maximum advertised pricing and resellers are free to sell in excess of minimum advertised pricing.

MAP POLICY & PRICING

Minimum advertised prices for Oxballs and hünkyjunk products must be equal to or greater than the Manufacturer Suggested Retail Price on every product. Any discounting that results in a net advertised price of any Oxballs or hünkyjunk items through rebates, coupons, percentage discounts, “see price in cart” or any other manner will be considered non-compliant to the MAP policy.

Oxballs and hünkyjunk’s complete list of Manufacturer Suggested Retail Prices can be found:
<https://www.dropbox.com/sh/6aa7i6w4nhnrug7/AAA0nRJHhRCufUQ6pEeFw-cZa?dl=0>

MAP VIOLATIONS & CONSEQUENCES

The goal of the MAP Policy is to create a strict guideline that allows the product(s) to stay at a fair market value, which is best for both the customer and the retailer. This prevents buyer confusion and

allows retailers to be confident that they are offering Oxballs and hünkyjunk products at a fair price to their consumers and that retailer’s investment into both brands will hold its value on the shelf. Blue Ox Designs unilaterally reserves the right to protect its brands’ reputation and position in the market by implementing this MAP policy and taking the following actions towards sellers that advertise below the prices outlined by this MAP Policy.

- **First Violation:** Direct product sales from the distributor to the authorized seller will be suspended for 30 days.
- **Second Violation:** Direct product sales from the distributor to the authorized seller will be suspended for 60 days.
- **Third Violation:** Direct product sales from the distributor to the authorized seller will be terminated.

USE OF COMPANY MARKS & AUTHORIZED RESELLER STATUS

The use of Oxballs and hünkyjunk trademarks or trade names in advertising is limited to authorized resellers in good standing with Blue Ox Designs’ MAP Policy. While resellers are free to sell at whatever price they wish, the use of any Oxballs or hünkyjunk trademark, trade name, or Blue Ox Designs created/owned images in any advertisement that promotes Blue Ox Designs products at any price below the suggested retail price for such product, as listed in the current Illustrated Price List, is in violation.

Resellers are free to choose whether to follow the guidelines outlined in this MAP Policy. Resellers acting inconsistently with the MAP Policy will no longer be in good standing, and any authorization to use, reprint, or reissue Blue Ox Designs owned trademarks or trade names in any advertisement is automatically revoked.

This MAP Policy is effective as of February 18, 2019, shall supersede any and all previous MAP Policies agreed upon, and shall remain in effect until further written notice from Blue Ox Designs, LLC. Blue Ox 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 MAP Policy change or designate periods of time during which the MAP Policy is not applicable.

In the event that Blue Ox Designs receives information that a party is advertising any product below MAP, Blue Ox Designs will contact the party in noncompliance. Once Blue Ox Designs contacts this party the pricing must be corrected within 1 business day. If the advertised pricing has not been corrected in 1 day, Blue Ox Designs will terminate said party’s authorization and good standing to sell Oxballs and hünkyjunk products. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Reseller name: _____

Principal name printed: _____

Principal Signature: _____ Date: _____

Dealer Address: _____

Phone: _____ Email: _____

Website URL (s): _____