# Wavetrac® Minimum Advertised Pricing (MAP) Agreement

For Autotech Corporation to allow a Dealer to sell its trademarked Wavetrac®, the Dealer must abide by the following requirements and restrictions.

Dealer must not advertise Wavetrac® products under the Minimum Advertised Pricing (MAP). Currently, MAP must be within $10 of a maximum of 10% below List Price. For example, for a List Price of $995, MAP must be no lower than $895.50 - $10.00 ($885.50 and up would be acceptable). MAP prices may be adjusted by Autotech Corporation at its sole discretion.

The MAP pricing applies to all advertisement of Wavetrac® products in all media, including, without limitation: bulk emails, auto-replies (all automatic e-mail, IM, pop-ups, or similar responses to price inquiries must comply with MAP policy), online auctions, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, public signage, internet blogs, forums, or similar electronic media.

MAP does not apply to non-advertised prices. Dealer is free to set its own prices and may sell products at any price in its sole discretion. The restriction contained herein is with respect to advertising, marketing, publishing or broadcasting prices for public dissemination.

Intentional or repeated failure to abide by Autotech's Wavetrac® MAP policy will result in termination of dealership status.

## E-Bay or other Auction Policy

(a) "Buy it Now" auctions must be listed at a price equal to MAP or greater.
(b) For auctions the reserve and/or opening bids must start at MAP without a "Buy it Now" option.
(c) Best Offer auctions are not allowed.
(d) All sellers on e-Bay, or similar auction sites, must have a website or retail location.

## Bundled Products

Free or bundled items or giveaways may be included only if the price of the combined package is higher than the MAP of the Wavetrac differential.

## Rebates and Coupons

Rebates and Coupons, even "instant" rebates or coupons or the like, may only be used for future sales or purchases, not for the sale or purchase for which the rebate or coupon had been issued. Rebates and Coupons may only be used if the presenter or redeemer is otherwise in full compliance with all of Autotech's Wavetrac® policies and agreements, including the MAP policy and this Agreement.

(cont.)



Sign and return to:
email: wavetrac@wavetrac.net
fax: 949.362.8720

# Wavetrac® MAP Agreement (cont.)

## Failure to Comply with MAP Policy

**First Violation.** Should Dealer fail to comply with the terms of this agreement, a warning will be issued stating that product(s) are being advertised below MAP. Dealer shall then comply within forty-eight (48) hours. Dealers using e-Bay shall comply within twenty-four (24) hours.

**Second Violation.** Upon the second violation a second warning will be issued stating that product(s) are being advertised below MAP. Dealer shall then comply within forty-eight (48) hours. Dealers using e-Bay shall comply within twenty-four (24) hours. Should Dealer fail to comply within the time required, (a) Dealer shall immediately lose 10% of the Dealer's discounted wholesale price, if applicable and/or (b) have its dealership suspended for ninety (90) days.

**Third Violation.** Should Dealer commit a third violation or fail to cure prior violations, (a) Dealer shall immediately lose the entire Dealer discount, if applicable, and/or (b) Dealer's status as an approved dealer shall be suspended for one (1) year after which time such Dealer would have to reapply to be an approved distributor or dealer; and all unpaid balances outstanding to Wavetrac® shall become immediately due and payable.

Autotech Corporation reserves the right, at its sole discretion, to determine all violations of its MAP policy. A Dealer's status as an approved dealer may be revoked at any time, resulting in the permanent loss of said Dealer's dealership.

## Unauthorized Dealers

Approved Wavetrac® Dealers are responsible for all advertising of their customers and shall be held liable for any violations of this Agreement by such customers or resellers. Dealer represents and warrants to Autotech Corporation that they have advised each of their customers of the MAP policy and each such customer has agreed to abide by the MAP policy.

When any violation of this Agreement occurs, all interested parties, including the unauthorized dealer, web hosting company, magazine or newspaper publisher, etc. will be notified immediately that the Dealer is in violation of Autotech's Wavetrac® MAP policy.

In the event a non-authorized dealer is found to have purchased products from an approved Wavetrac® Dealer and is advertising or marketing in violation of the MAP policy, both parties will be notified.

**I have read and agree to comply with the above MAP policy terms and conditions.**

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____



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