

HEIDTS AUTOMOTIVE GROUP LLC RETAIL MINIMUM ADVERTISED PRICE (MAP) POLICY

For more than 30 years Heidts' U.S. based manufacturing facility has designed, developed and produced a wide array of suspension kits and components for the hot rod and muscle car markets. Today, Heidts remains one of the most recognized brands in the automotive aftermarket and continues to experience an ever increasing demand for its products from consumers.

With sales primarily channeled through dealers/installers and a combination of brick and mortar and online retailers, Heidts strives to maintain a market price point that both reflects its perceived market value and provides a worthwhile margin for its resellers. Therefore, in an effort to protect the integrity of the brand and pricing in the marketplace, Heidts has instituted a Minimum Advertised Pricing policy (referred to herein as the "MAP Policy").

Definitions

- Resellers: Heidts dealers, installers, brick and mortar and online retailers.
- MAP: The Minimum Advertised Price as shown on the Heidts MAP Price List – Retail/List Pricing.
- Program: Any Heidts promotional program communicated by an authorized representative of Heidts which covers specific products for a defined promotional period with specific benefits and participation requirements.
- Covered Products: Those products manufactured and/or sold by Heidts and/or in conjunction with Heidts manufactured products set forth on the Heidts MAP Price List.

Policy Coverage

This MAP Policy covers all Heidts resellers with locations in the United States and Canada. Although resellers remain free to establish their own resale price, Heidts will, without assuming any liability, unilaterally impose sanctions against resellers who advertise Heidts products at prices below those specified on the Heidts MAP Price List. This MAP Policy does not constitute an agreement between resellers and Heidts and is non-negotiable. As such, Heidts neither solicits, nor will it accept, any assurance of compliance with this MAP Policy.

Covered Products

The Heidts MAP Price List is available upon request. The products and MAP set forth on the Heidts MAP Price List may be changed from time to time at Heidts' sole discretion, provided that any increase to the MAP for any Covered Product shall be effective 30 days following such change. Each advertisement of a Covered Product priced below the MAP will be a violation of the policy. The MAP Policy applies to all advertisements of Covered Products in all media without limitation.

Exceptions

Notwithstanding the foregoing:

- Sales of Covered Products and through designated Programs where promotional pricing and/or other "limited time offers" have been provided to resellers shall not be subject to the MAP Policy. Such Programs may include print, broadcast, direct response, digital and online and event advertising.
- The MAP Policy shall not be applicable to Covered Products sold under loyalty or award programs where the award is based on "points" and not equated to a specific dollar denominated benefit or credit.
- Covered Products shall not include promotional items, including decals, apparel, posters, etc.

Policy Violations & Consequences

Heidts reserves the right to immediately and indefinitely discontinue selling its Covered Products to specific resellers who are in violation of its MAP Policy. In such cases, Heidts shall, without advance notice and without liability, immediately cancel all orders and refuse to accept any new orders for any or all of the products from said customer. Heidts will implement the following process upon any reseller found to be in violation of its MAP Policy:

- 1st Violation:
 - Written/email warning. Reseller will have 48 hours to comply before it is considered a second violation.
- 2nd Violation within 365 days of first violation:
 - A written/email warning. Reseller will have 24 hours to comply before it is considered a third violation.
- 3rd Violation within 365 days of first violation:
 - Suspense of all sales to reseller for a period of 30 days and placement on Heidts' Do Not Sell list for a period of 30 days.
- 4th Violation within 365 days of first violation:
 - Elimination of the account's reseller status, suspense of all sales indefinitely and placement on Heidts' Do Not Sell List.

Do Not Sell List Violations & Consequences

In the event that a reseller is found to be supplying another reseller found on Heidts' Do Not Sell List, that reseller will be subject to the following process:

- 1st Violation:
 - Written/email warning.
- 2nd Violation within 365 days of first violation:
 - Suspense of all sales to reseller for a period of 30 days.
- 3rd Violation within 365 days of first violation:
 - Suspense of all sales to reseller indefinitely.

Policy Modifications

Heidts reserves the right at any time to modify, suspend, or discontinue its MAP Policy in whole or in part or specify certain periods during which the policy is applicable.

Authority and Contact Information

Heidts is not seeking agreement with resellers regarding their adherence or compliance with the Policy; each reseller must make its own decision whether or not it wishes to comply with the Policy. Heidts sales personnel have no authority to modify or amend the Policy. All questions regarding this MAP Policy are to be directed to the policy administrator in writing. Please email Heidts at mapadmin@heidts.com.