



**Premier Racing Products**

43352 Business Park Dr., Temecula, CA 92590

Tel: (951) 894-5104 Fax: (951) 894-5108

## **BESTOP PRP, LLC NORTH AMERICAN RESELLER UNILATERAL PRICING POLICY**

Bestop PRP, LLC (herein known as "PRP") recognizes its prime resellers invest time and considerable resources to deliver an outstanding customer service experience through knowledgeable staff and compelling marketing programs in the United States and/or Canada. PRP's Unilateral Pricing Policy is designed to help PRP's Authorized Resellers maintain the long-term strength of the PRP brand equity by helping their resellers earn the necessary profits required to maintain the highest level of customer service and buying experience for the end user.

PRP takes great pride in being recognized as one of the most admired and sought-after brands in the automotive performance aftermarket. The products manufactured and sold by PRP are of high quality with a premium image earned through extensive product and market development and superior customer service. There are dealers that sell PRP products that have taken advantage of this fact by advertising and selling PRP products with unfair discounts to the end user. We believe that PRP's Unilateral Pricing Policy, more fully described below, will allow PRP's Authorized Dealers to profitably market and effectively promote the value of PRP products without fear of diminished margins.

In an effort to help protect the reputation of the PRP brands and protect the investment of those Authorized Dealers that provide valuable services to end users, PRP, effective as of January 1st, 2025 (the "Policy Effective Date"), has unilaterally adopted by unilateral policy a Unilateral Pricing Policy (UPP) (the "Policy") that establishes a minimum resale price ("Minimum Resale Price" or "MRP" and referring to either the singular or the plural or both, "MRP(s)") for each PRP branded product ("Product" or "Products") sold by PRP — a price below which resellers may not electronically or in print media offer or sell such product.

This UPP has been unilaterally adopted by PRP. PRP neither solicits nor will it accept assurances by any reseller of acquiescence with this UPP. Nothing in this UPP shall constitute an agreement between PRP and any reseller of compliance with this UPP. The reseller, within its own discretion, can choose to acquiesce or not acquiesce with this UPP. PRP will not discuss conditions of acceptance related to this UPP. This UPP is non-negotiable and will not be altered, modified, or amended for any reseller.

This UPP does not restrict a reseller's right to establish independent advertised and/or resale prices of PRP Products. PRP reserves the right to determine whether a reseller has advertised PRP's Products at a net advertised price less than the minimum advertised price established in this UPP. Upon such determination, PRP may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the reseller.

**Please note that following the actions of another reseller is not an exception to this UPP and will be considered non-acquiescence.**

### **THIS POLICY MAY BE SUMMARIZED AS FOLLOWS:**

- Each Dealer or Reseller is free to determine its own resale prices.
- The Policy establishes a minimum resale price for each of the Products.
- PRP will revoke the authorization of the Dealer or Reseller to purchase the Products if a Dealer or Reseller offers, sells or provides a product, as follows:
  - (1) at less than its minimum resale price
  - (2) resells to any reseller on PRP's Do Not Sell (DNS) list
  - (3) on auction websites utilizing the auction or bidding feature (regardless of price or arena).



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#### **MINIMUM RETAIL PRICE (MRP):**

The Minimum Retail Price for PRP products are clearly listed on the PRP price sheet under **MRP**.

The Policy applies to each product for which a MRP Price is specified in the then-current price list(s) or product list(s) provided or otherwise made available to an Authorized Dealer by PRP or otherwise communicated in writing or electronically by PRP to such Dealer (individually, a "Covered Product" and collectively, the "Covered Products"). At any time, PRP may vary the Minimum Resale Price for a Covered Product or add to or delete any or all of the Covered Products, which may, among other things, be based on whether such product(s) is or are offered or sold under or subject to one or more select PRP program(s) or any other PRP policy or in any other situation announced by PRP from time to time. PRP will endeavor to provide prior notice of each new MRP or such change in the Covered Products, generally not less than five (5) days in advance. While PRP will communicate each MRP and such change through the price list(s) or product list(s) provided or made available to each Dealer by PRP or otherwise communicated by notice from PRP intended for such Dealer, each Dealer is responsible for making sure that it is aware of the appropriate MRP(s) and the Covered Products in each circumstance.

As indicated in the Policy, parts of the Policy may also apply to other or all PRP products, but only each of those for which PRP has specified a MRP is a "Covered Product."

#### **RESALE PRICES:**

Every PRP Authorized and non-authorized dealer is free to independently determine the price at which it resells the PRP product line.

#### **ADVERTISED PRICES:**

Every PRP Authorized and non-Authorized dealer is free to independently determine the price at which it advertises the PRP brand of products. PRP has decided, however, that it will not provide any benefits under its Authorized Dealer Program to dealers that are in non-acquiescent with this Unilateral Pricing Policy. An authorized dealer that is non-acquiescent with PRP's Unilateral Pricing Policy will result in expulsion from PRP's authorized dealer Program and the ineligibility to purchase PRP products from any of PRP's authorized distributors. PRP non-Authorized dealers that are non-acquiescent to the PRP unilateral pricing policy will also be ineligible to purchase PRP products from PRP's authorized distributors and will immediately remove any and all IP owned by PRP Company, Ltd. All violators of PRP's unilateral pricing policy and/or Authorized dealer program will also be placed on a "Do Not Sell" list posted online. This list will also be delivered to PRP's entire distribution network.

- *Please note that eBay stores (or similar stores) are allowed, as long as PRP's Unilateral Pricing Policy is not violated. Please note that Auctions are a direct violation.*

#### **MRP PRODUCTS:**

All products manufactured and distributed by PRP are considered MRP products and are subject to this Unilateral Pricing Policy.



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### **BESTOP PRP, LLC NORTH AMERICAN RESELLER UNILATERAL PRICING POLICY**

#### **PRP PRODUCT IDENTIFICATION REQUIREMENTS:**

All product listings must include PRP's assigned part number. The part number should be prominently displayed, easily visible, and accurately represented in a minimum of one of these locations.

- Listing title
- Description, and/or any relevant fields or attributes.
- The part number must be consistent across all listings and should not be altered, modified, or replaced with alternate identifiers.

By implementing this mandatory use of our part number in all listings, we aim to streamline our internal processes, enhance product identification, and provide a consistent experience for our customers. Adherence to this policy will contribute to improved efficiency, accuracy, and customer satisfaction across all sales channels. The omission of our assigned part number in a listing will be considered an attempt to circumvent our unilateral pricing policy and will be considered a violation.

#### **LIMITATIONS ON SALES:**

Reseller shall only sell PRP branded products at the reseller's retail store, reseller's mail order catalog, reseller's Internet website, or at retail booths operated by the reseller at automotive, motorcycle, ATV or UTV events such as races, rallies and shows.

***Selling or listing PRP branded products on third party sites (i.e. Amazon, eBay, Walmart, etc.) is strictly prohibited without prior approval and written permission by PRP.***

#### **ADVERTISEMENTS:**

This Unilateral Pricing Policy will apply to all Advertisements (defined below) of MRP Product(s) by a Reseller, including, without limitation, in-store, out of home, print, and online.

- "Advertisements" is defined as any and all advertisements in all media including, but not limited to, inserts, newspapers, magazines, catalogs, public signage, billboards, any other print media, television, radio, e-mail, internet websites or other ecommerce, flyers, posters, coupons, brochures, any use of hypertext transfer protocol or internal links to a web based shopping cart and any other electronic media.
- All advertisements of MRP Product(s) must include the PRP model name and a price at or above MRP.
- At no time may the Reseller make any statements or other indications on its website in connection with any MRP Product(s) that indicates or implies that a lower price may be found at the online checkout stage, including, but not limited to, the following:
  - "Click here for lower price"
  - "See Price In Cart"
  - "Log-in for price"
  - "Add to Cart for Lower Price"
  - "Check Cart for Lower Price"
  - "Mouse over for Price"
  - "Email for a better Price"
  - "Call for Lower Price" or "Call for Price"
- MRP products may only be advertised as standalone products and may not include any promotional allowances (e.g. rebates, coupons, free premiums, reward program offerings, etc.), except for PRP authorized promotions (e.g. manufacturer's rebates).



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### **USED EQUIPMENT:**

Used equipment can be advertised below the designated MRP so long as the Reseller clearly and prominently discloses that the product is "used equipment" and/or "Open Box". PRP defines used equipment as product obtained by the Reseller through customer return, customer trade-in, demo units, or other means.

### **MONITORING AND REPORTING:**

PRP may engage in monitoring of advertised prices of MRP Products, either directly or via the use of third parties. Third parties retained by PRP may engage in monitoring of Authorized Dealer advertisements and website advertising including, but not limited to, review of advertised prices.

### **VIOLATIONS:**

Any advertisement(s) or sale that is non-acquiescence with this Unilateral Pricing Policy.

### **AMAZON POLICY GUIDELINES:**

All sellers of PRP branded products must adhere to the Unilateral Pricing Policy (UPP) when advertising or promoting products or services covered by our UPP and our reseller policy. This includes ensuring that the minimum resale price does not fall below the specified MRP price. This includes the "net adjusted" price after any Amazon funded discounts.

#### ***Sales directly to Amazon:***

Under no circumstances shall a warehouse distributor or a reseller sell to Amazon directly. All sales to and/or on Amazon are strictly prohibited without prior written approval under PRP's Internet Reseller Agreement.

#### ***Amazon Funded Discounts:***

Discounts provided by Amazon to sellers of the PRP brand of products as part of a promotional program or partnership are not allowed if the net adjusted price is below our specified MRP price on that product.

#### ***Inclusion of Amazon Funded Discounts:***

When calculating the minimum resale price, any Amazon funded discounts should be considered as part of the overall discount (Net Adjusted Price). The final advertised price, after applying the Amazon funded discount, must still comply with our MRP requirements.

#### ***Amazon Monitoring and Enforcement:***

Our enforcement team will monitor compliance with our UPP policy, including the inclusion of Amazon funded discounts. Any violations will be addressed promptly and may result in the loss of ability to purchase PRP branded products.



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**ADDITIONAL POLICY TERMS AND CONDITIONS:**

This policy and the PRP Product list may be modified, extended, suspended, discontinued, or rescinded in whole or in part by PRP only at any time. PRP will not discuss any conditions on the acceptance of this policy. Additionally, PRP neither solicits, nor will it accept, any assurance of compliance with this policy.

No person other than the policy administrator is authorized to answer any questions, modify or grant exceptions, comment on, or accept any information regarding potential violators of this policy. In addition, any information regarding potential violations must be provided to the policy administrator *in writing*. No calls will be accepted regarding possible violations and/or reinstatement.

**Policy Administrator Contact Info:**

[CS@mapservicescorp.com](mailto:CS@mapservicescorp.com)

REV January 1st, 2025