



Buck Knives, Inc.

MINIMUM ADVERTISED PRICE POLICY

Effective January 1, 2021

1. INTRODUCTION

For well over 100 years, Buck Knives has provided quality edged products and accessory items to aid consumers in their jobs, hobbies, and day-to-day life. Buck Knives was built upon values and principles that we still hold true today, setting our brand apart from others. We recognize that the success of our brand is tied directly to our partners in retail distribution. We also know our resellers put significant resources into providing the best products and best shopping experience to their customers. As price-based advertising can be detrimental to our resellers' services and initiatives, Buck Knives has established this unilateral Minimum Advertised Price (MAP) Policy to allow each reseller a fair and equal selling opportunity amongst all channels.

2. POLICY STATEMENT

Buck Knives, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

3. GENERAL GUIDELINES

1. The products covered by this policy are listed in the Buck Knives MAP column in the 2021 Buck Knives Price List (contact dealer@buckknives.com for price list). Buck Knives may, in its sole discretion, modify this list periodically.
2. Buck Knives recognizes that resellers are free to make their own decisions to sell any Buck Knives product at any price they choose, without consulting or advising Buck Knives. Similarly, Buck Knives will exercise its right to make its own decisions regarding the Buck Knives Authorized Reseller Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, future promotional, joint marketing, or sponsorship programs.
3. The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.

4. ADVERTISING GUIDELINES

1. The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, or any other electronic media.
2. The MAP Policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.
3. Website features such as "click for price," automated "bounce-back" pricing e-mails, preformatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.
4. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price," or to use similar language, specifically with respect to Buck Knives products, so long as no price is listed.
5. This MAP Policy also applies to any activity which Buck Knives determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy. It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
6. From time to time, Buck Knives may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Buck Knives reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

5. POLICY ENFORCEMENT

1. If a reseller with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Buck Knives will consider this to be a violation by the reseller.
2. Buck Knives reserves the right to cancel any pending orders, restrict future orders, or suspend reseller accounts if Buck Knives reasonably believes
 - i. a reseller has violated the provisions of this policy
 - ii. a reseller intends to violate this policy
3. Buck Knives MAP Administrator is responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.
4. Waivers to this MAP Policy may be granted in Buck Knives' discretion by the MAP Administrator in writing. Buck Knives Sales Representatives, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. Buck Knives monitors the advertised prices of resellers, either directly or via the use of 3rd party agencies or tools. Resellers are expected to provide reasonable cooperation in any Buck Knives investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Buck Knives MAP Policy investigation is a violation of this MAP Policy.
5. The MAP Policy will be enforced by Buck Knives in its sole discretion and without notice. Dealers, distributors and other resellers have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to:
map@buckknives.com.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to Minimum Advertised Price. All prior agreements and understandings, whether oral or written, which relate to the same subject are superseded.