

OUTBACK

TRADING CO.

OUTBACK TRADING COMPANY INTERNET MINIMUM ADVERTISED PRICE (IMAP) POLICY

EFFECTIVE AUGUST 15, 2018

OUTBACK TRADING COMPANY, Ltd. recognizes that its success is determined largely by the great relationship with its loyal retail partners (“Retailer(s)”). Dedication and commitment to the OUTBACK TRADING COMPANY brand (the “Brand”) has kept the company going strong for over 30 years. Due to the ever-changing shifts in the industry, OUTBACK TRADING COMPANY has implemented this Internet Minimum Advertised Price Policy (this “Policy”) to generally support the Brand as a premium offering to the online marketplace and ensure all Retailers dedicate sufficient resources to promote the Brand. We at OUTBACK TRADING COMPANY are hopeful that the information outlined will assist you as the reseller in offering an improved customer experience and, as a result, increased sales opportunities. This Policy supersedes all prior OUTBACK TRADING COMPANY internet minimum advertised price policies.

GENERAL GUIDELINES

OUTBACK TRADING COMPANY will lead the termination of the relationship with any retailer who advertises designated OUTBACK TRADING COMPANY products online at less than the amounts as set forth in the OUTBACK TRADING COMPANY internet minimum advertised price lists available at <https://wholesale.outbacktrading.com/imap>, which shall be called the Internet Minimum Advertised Price (the “IMAP”). These price lists can also be accessed by emailing contact@outbacktrading.com or by contacting your designated sales representative. [Any products not identified on the IMAP Price List are not subject to this IMAP Policy.]

Thus, this Policy permits advertising for OUTBACK TRADING COMPANY products that: (i) do not mention any IMAP price within the IMAP Price List; (ii) identify the MSRP alone; or (iii) reflect a discount for advertised OUTBACK TRADING COMPANY products subject to IMAP. OUTBACK TRADING COMPANY, will unilaterally enforce this Policy to preserve the integrity and the position of its products throughout all online websites and marketplaces.

OUTBACK TRADING COMPANY will unilaterally establish the IMAP for each product, which shall be subject to change at OUTBACK TRADING COMPANY’s sole discretion, via updates at <https://wholesale.outbacktrading.com/imap>. Modifications to this Policy or the IMAP Price List will be provided no less than 10 business days before the required date. Thus, Retailers will have no less than these 10 business days to make necessary changes in order to remain compliant with this Policy.

While OUTBACK TRADING COMPANY will attempt to notify all retailers of any modifications to this Policy or the IMAP Price List, it is the sole responsibility of the Retailer to ensure they keep up to date with these published documents periodically.

INTELLECTUAL PROPERTY

OUTBACK TRADING COMPANY is committed to offering the highest quality products that consumers demand. OUTBACK TRADING COMPANY owns the trademarks, various derivatives thereof, logos (collectively, the “Marks”), provided imagery and other media, as well as all copyrights including copyrights to materials in its brochures and all other intellectual property associated with the Brand. Retailers are granted a limited, revocable, non-exclusive, non-transferable license to use the Marks in connection with any print or internet advertising associated with the Brand as long as they adhere to OUTBACK TRADING COMPANY policies, including this IMAP Policy (the “Policy”). Failure to adhere to this Policy may result in revocation of a Retailer’s license to use OUTBACK TRADING COMPANY Marks.

Except upon OUTBACK TRADING COMPANY’S written consent, Retailers are prohibited from altering the Marks. Any approved alterations to the Marks become the sole property of OUTBACK TRADING COMPANY and the maker of the altered mark agrees to transfer all right, interest, and title, if any, in the same to OUTBACK TRADING COMPANY.

All intended OUTBACK TRADING COMPANY promotional and advertising material shall be subject to OUTBACK TRADING COMPANY’S approval, upon not less than 10 business days of the Retailer’s anticipated use of promotional materials. Approval by OUTBACK TRADING COMPANY shall be limited to review of its Marks and not intended as verification of IMAP Policy compliance. Each Retailer is solely responsible for an advertisement’s compliance with this Policy.

APPLICATION

This Policy prohibits any advertising as defined by the intellectual property statement which suggests that the effective price offered to the customer for the OUTBACK TRADING COMPANY product is below the IMAP. This includes by such means as free products, offering discounts on other products with the purchase of an OUTBACK TRADING COMPANY product, providing trade-in allowances, and/or paying the customer’s sales tax on the transaction. Instant discounts, instant rebates, coupon codes, promotional codes, strike-through prices, or any other technique that results in the advertised price of an item falling below the designated IMAP will be considered a violation of this Policy. Verbiage such as “See Price in Cart” or “Click for Price” that indicates pricing lower than the designated IMAP is also considered a violation of this Policy.

Retailers are completely free to structure and provide discounts and pricing in their own respective discretion as long as the offered price remains above the designated IMAP for that product; Advertising will be prohibited under this Policy if the result is that the advertised price “Advertising” is defined as broadly as possible. “Advertising” includes any and all advertisements, announcements, information, publications or notices from or on behalf of a Retailer offering for sale any current OUTBACK TRADING COMPANY product, in any medium or electronic platform, including print, television, cable, radio, faxes, billboards, telegrams, handbills, circulars, flyers, catalogs, letters, emails, broadcast emails, text messaging, signs, sandwich boards, electronic media, telecommunications, Internet websites (including the Retailer’s own website, the websites of any affiliates, portal sites, banner advertisements and pages that follow banner advertising upon a “click-through”). With respect to online marketplace sites such as Amazon and eBay, the minimum offered price must be no less than the IMAP and the Retailer must be identified with its store’s trade name or “doing business as” name in the product listing.

It is the sole responsibility of the retailer to ensure that all OUTBACK TRADING COMPANY products conform to the requirements as outlined in the document. OUTBACK TRADING COMPANY strongly suggests you email contact@outbacktrading.com if you have any questions about what may or may not be considered a violation. This Policy only relates to current active merchandise for OUTBACK TRADING COMPANY as specified on the most recent IMAP Price List available at <https://wholesale.outbacktrading.com/> imap. Any products deemed closeouts are not subject to the discounting/advertising provisions of this Policy.

This Policy does not apply to or dictate the actual selling price of any OUTBACK TRADING COMPANY product; Retail partners found in violation of this Policy will be subject to the consequences outlined within this document representative or agent of OUTBACK TRADING COMPANY may discuss or amend this Policy.

POLICY VIOLATIONS

Authority

OUTBACK TRADING COMPANY retains the right, and intends to exercise the right, to terminate the relationship with any Retailer found to be in non-compliance with this Policy. Violations of this Policy shall be determined by OUTBACK TRADING COMPANY in its sole discretion. OUTBACK TRADING COMPANY will not differentiate between intentional and accidental violations when enforcing this Policy. OUTBACK TRADING COMPANY will not accept any communication from a Retailer who has violated this Policy regarding the violation or the willingness of the Retailer to bring its advertising into compliance with the Policy. OUTBACK TRADING COMPANY also does not entertain complaints from its Retailers regarding another Retailer’s advertising or pricing practices.

Monitoring

OUTBACK TRADING COMPANY periodically monitors for and detects IMAP violations, and utilizes automated email messages to notify both employees of OUTBACK TRADING COMPANY and Retailers of these violations.

If a violation is detected, emails will be sent to all available email addresses on file for that Retailer. It is the sole responsibility of the Retailer to ensure that OUTBACK TRADING COMPANY has the most current contact information available. It is strongly recommended that Retailers have their current contact information available by sending it to contact@outbacktrading.com.

OUTBACK TRADING COMPANY is not responsible for any lost communication or lost notifications with a Retailer. It is the retailer's responsibility to stay in compliance with this policy regardless of these automated email notifications.

Consequences

If a violation is detected, the Retailer shall have 10 business days from the initial violation date to make all required changes needed to satisfy the IMAP Policy. Failure to rectify a violation within 10 business days will result in a suspension of the retail partnership as follows:

(i)

A first suspension shall result in a 60-day halt of the retail partnership between OUTBACK TRADING COMPANY and the violating Retailer. If action is not taken to rectify the violation within 10 business days, OUTBACK TRADING COMPANY shall consider this a second suspension;

(ii)

A second suspension shall result in a 1-year halt of the retail partnership between OUTBACK TRADING COMPANY and the violating Retailer. If action is not taken to rectify the violation within 10 business days, OUTBACK TRADING COMPANY shall consider this a third suspension of the retail partnership; A third suspension results in the immediate termination of the retail partnership with OUTBACK TRADING COMPANY, and upon receipt of notice by OUTBACK TRADING COMPANY, the Retailer shall cease the use of all OUTBACK TRADING COMPANY marketing and advertising collateral. Failure to rectify violations may also result in penalties, including appropriate legal remedies as well as being terminated as an OUTBACK TRADING COMPANY Retailer. PRODUCT REPRESENTATION The following notes and illustrations provide a basic example of both a compliant and non-compliant online product listing for an Outback Trading Company product.

IMAP Policy

Example Of Compliance



Example Of Violation



If a violation is detected, the Retailer shall have 10 business days from the initial violation date to make all required changes needed to satisfy the IMAP Policy.

1. Product Image: As provided by Outback Trading Company
2. Official Product Name: Example "Low Rider Duster"
3. Product Code: Example "2042" or "2042-BLK-XL"
4. MSRP: MSRP must be the value provided in Outback Trading Company price lists. Must also be shown if advertising any other price.
5. IMAP: IMAP must be higher than the value provided on IMAP Price List.
6. IMAP Violation: Since this listing uses strike-through pricing as well as verbiage indicating a lower price, this would be considered a violation.