

# OLHAUSEN BILLIARDS

## Internet Advertising Policy

2022

### Minimum Advertised Price Policy (MAP)

Olhausen Billiard Manufacturing, Inc. and Olhausen Games Inc. (OLHAUSEN) has determined that in order to better and more effectively compete and to properly position Olhausen products in the marketplace, as well as to preserve the reputation of Olhausen for providing dealers with consistently high-quality products, OLHAUSEN must exercise a greater degree of control over the distribution of Olhausen products via the Internet. Therefore, all sales of Olhausen products via the Internet will be subject to this Policy. This Policy has been unilaterally adopted and will be enforced strictly and uniformly.

OLHAUSEN has adopted this Internet Minimum Advertised Price Policy (MAP) which is applicable to all dealers with respect to advertising, marketing, and selling Olhausen products via the internet. MAP, for purposes of this policy, shall mean the Manufacturer's Suggested Retail Price as established by Olhausen multiplied by .80.

- This policy applies to all new Olhausen product categories including pool tables, accessories, shuffleboards, furniture, game tables, cues, poker, and table tennis products, as well as any other Olhausen products that may be offered to dealers in the future.
- All dealers of Olhausen products that are advertising, marketing, or selling Olhausen products via the Internet are free to independently decide whether to abide by this Policy. Each dealer remains free to establish its own resale prices and it is entirely within the dealer's discretion whether to comply with this policy or not. However, pursuant to this policy, OLHAUSEN reserves the right to discontinue selling Olhausen products to the dealer, surcharge the dealer in the form of increased wholesale pricing and/or disqualify the dealer from market protection in their respective geographic area following Olhausen's verification, to its satisfaction, that such retailer has:
  - A) Advertised, sold, or otherwise promoted new Olhausen products over the Internet at a Net Price less than the published MAP.
  - B) Sold new Olhausen products to any other person who has advertised, sold, or otherwise promoted Olhausen products over the Internet at a Net Price less than the MAP that OLHAUSEN has established and published.
- A dealer's first violation of this policy shall result in warning letter from OLHAUSEN requesting immediate corrective action from the dealer.
- A dealer's second violation of this policy shall result in OLHAUSEN either suspending its business relationship with the dealer (through refusing to accept new orders and placing current orders on hold until the corrective action on the dealer's part has been taken) or eliminating the dealer's exclusivity in the respective geographic region and evaluating

the opening of a new retailer in the market area. Additionally, the specific model or unit sold at a price less than the MAP will no longer be available to the dealer.

- If a dealer violates this policy for a third time, OLHAUSEN can and will discontinue selling the Olhausen product line to the dealer and refuse to accept new orders from them. All orders that are in house will be put on hold until a review of the account has been performed.
- In implementing and enforcing this policy, OLHAUSEN will always act unilaterally and will neither solicit, consider, nor agree to any recommendation, request, or demand of any other person. All matters of interpretation and application of the terms of the policy shall remain within sole, unilateral authority of OLHAUSEN. This policy shall not be construed to require OLHAUSEN to resume its business relationship with any terminated dealer upon expiration of the termination periods described above.
- As referenced in this policy, "Net Price" shall mean the dealer's stated price before sales tax, freight, and other shipping charges, less all discounts. Price discounts, gifts and other free merchandise, giveaways and promotional offerings as well as included accessories may not be included in determining Net Price. For any gift or similar promotional program, we define the dealer's effective Internet retail price to be equal to the dealer's retail selling price of the item less the retail value of the gift or the promotion. This Policy does not apply to Olhausen products that are sold otherwise than via the Internet.
- OLHAUSEN may from time to time offer special promotional sales of OLHAUSEN products as authorized by OLHAUSEN.
- OLHAUSEN, in its sole discretion, may modify the MAP Policy in whole or part at any time, or may designate promotional periods when the terms of this policy shall change or otherwise be inapplicable.
- Any dealer who requests a drop shipment or requests that OLHAUSEN ship product out of the dealer's primary market area shall incur an additional charge equal to twenty-five (25) percent of the wholesale price of the product shipped and no terms discounts will be available for drop shipped product. Additional crating charges may apply and are the responsibility of the dealer. Additionally, all such drop shipped product will be Prepaid. Drop ship shall be defined as the shipment of product to someone other than an Authorized Olhausen Dealer outside of the primary market area of the originating dealer.
- Dealers shall not advertise any OG (Olhausen Games) product as being "Made in USA" or similar wording with the exception of OG Shuffleboards which may carry the designation "Made in USA" without the prior written permission of Olhausen.
- Dealers shall not issue any quote via phone, fax, electronic mail, or text which is less than MAP as defined above.

**OLHAUSEN neither seeks, nor will accept, any assurance of compliance or agreement from any dealer regarding this policy. OLHAUSEN reserves the right to discuss this policy with any dealer or third party, including but not limited to, any other OLHAUSEN dealer's compliance or noncompliance with this policy. No employee or representative of OLHAUSEN has been or will be authorized to modify or alter this policy or to bind OLHAUSEN to any action inconsistent with its terms.**

**Olhausen**

\_\_\_\_\_  
**Sales Rep Signature**

\_\_\_\_\_  
**Business name**

\_\_\_\_\_  
**Date**

**I have read and understand Olhausen's MAP policy.**

**Retailer**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Web Address**

\_\_\_\_\_  
**Business Name**

\_\_\_\_\_  
**Date**