

# **Best Damn Gun, LLC**

## **Minimum Advertised Pricing Policy (MAP)**

- Best Damn Gun, LLC. will issue printed price lists indicating Manufacturer's Suggested Retail Pricing (MSRP) and maintain a current listing with effective date of MSRP on its internet website which can be amended at any time by Best Damn Gun, LLC. at its sole discretion. Any priced advertisement in any media such as but not limited to internet or similar electronic media, radio, television, flyers, posters, catalogs, mail order catalogs, magazines, e-mail newsletters, e-mail solicitations, coupons, mailers, inserts, newspapers, and public signage must be not less than the current MSRP as indicated on the printed price list or Best Damn Gun, LLC internet website. Any pricing advertised that does not match or exceed that shown on the current printed price list or MSRP list on the Best Damn Gun, LLC. website will be a violation of this MAP policy and subject to enforcement procedures as identified later in this document.
- Sales of any BEST DAMN GUN, LLC. products listed on the current price list through third party retailing (such as EBay and Amazon) is allowed providing the listed price is not below MSRP.
- This MAP Policy applies only to advertised prices and does not apply to the actual price that Best Damn Gun, LLC. products are sold or offered for sale to an individual consumer within Reseller's location or over the telephone. Resellers are free to sell Best Damn Gun, LLC. products at any price they choose under these circumstances.
- The inclusion in advertising of any free or discounted products with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the included Best Damn Gun, LLC. product below current MSRP as indicated on the Best Damn Gun, LLC. internet website or printed price list.
- This MAP Policy does not establish maximum advertised prices. Resellers may offer Best Damn Gun, LLC. products at any price in excess of current MSRP.
- Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (adding to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "add to basket to see price," "we will match any price," "call for price" or similar phrases are acceptable as long as the price advertised or listed for the products is not below current MSRP. In addition, discounts applied at checkout to the customer's entire order based on customers purchasing history with the Reseller, such as discounts for "frequent shoppers," do not violate this MAP Policy.
- Best Damn Gun, LLC. reserves the right to offer promotions on certain products. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the nature and duration of the change. Best Damn Gun, LLC. further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all resellers.

## **Enforcement Procedures:**

BEST DAMN GUN, LLC. has included its MAP Policy Enforcement Procedures in the Dealer Agreement to ensure all dealers signing the “acknowledgement” page is aware of the severity in which BEST DAMN GUN, LLC. will deal with violators of this policy. Any determinations by BEST DAMN GUN, LLC. under these enforcement procedures shall be binding upon the violator.

- First Offense:  
Dealer will receive notification of the nature of the violation and will be given thirty (30) calendar days to remove the offending print advertisements from publication and distribution and three (3) business days to remove any offending electronic advertisements from web pages, internet sites, or other electronic media.
- Second Offense:  
Dealer will receive a notification and the account will be placed on a non-ship basis for thirty (30) days from the date of notice.
- Third Offense:  
Dealer will receive a notification and the account will be placed on a non-ship basis for sixty (60) days from the date of notice.
- Fourth Offense:  
Dealer will receive a notification and the account will be placed on a non-ship basis indefinitely.

The administration of this MAP Policy and any determinations made under it are solely within Best Damn Gun, LLC.'s discretion and authority. All questions about this MAP Policy should be in writing and directed via U.S. Mail to the Vice President of Sales, Best Damn Gun, LLC. Inc., PO Box 305, Madison, SD 57042. This policy is subject to change at BEST DAMN GUN, LLC.'s sole discretion.