



Effective Date: 4.1.2022

Groomer's Choice, a Senproco Inc. Company

4401 N Northview Ave

Sioux Falls, SD 57107

Minimum Advertised Pricing Policy/Agreement

Groomer's Choice, a Senproco Inc. Company has built our shampoos with strong brand recognition and a high perceived value since 1997. By not adhering to the established Minimum Advertised Price (MAP), a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. Therefore, if **Groomer's Choice, a Senproco Inc Company** agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

The MAP policy shall operate under the following guidelines:

- 1) The Minimum Advertised Price for any MAP product shall not be less than the pricing published on the MAP price & spec sheet. MAP pricing is established by **Groomer's Choice, a Senproco Inc Company** and may be adjusted by **Groomer's Choice, a Senproco Inc Company** at any time.
- 2) The Minimum Advertised Price for all MAP products shall be no more than the MSRP provided in the MAP Price & Spec Sheet.
- 3) 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, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
- 4) The MAP policy is not applicable to 1) Any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of their store. 2) Any email newsletters sent to your customer database.
- 5) The inclusion in advertising of free or discounted products (whether made by **Groomer's Choice, a Senproco Inc Company** or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the established MAP.
- 6) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.



- 7) MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. MAP dealers and sales representatives remain free to sell these products at any price they choose.
- 8) MAP does not establish maximum advertised prices. All dealers and sales representatives may offer MAP products at any price in excess of the MAP.
- 9) The MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
- 10) Dealer agrees to hold all trademarks and copyrights of MAP as the property of **Groomer's Choice, a Senproco Inc Company** and use advertising materials provided by **Groomer's Choice, a Senproco Inc Company** in an authorized manner only.
- 11) Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. **Groomer's Choice, a Senproco Inc Company** does not intend to do business with dealers or sales representatives who degrade the image of **Groomer's Choice, a Senproco Inc Company** and its products. It is at **Groomer's Choice, a Senproco Inc Company** sole discretion as to whether or not to provide prior notice or issue warnings before taking any action under this policy.
- 12) Negotiated Contracts: From time to time, it may be explicitly approved by **Groomer's Choice, a Senproco Inc Company** in writing to sell certain MAP products below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by **Groomer's Choice, a Senproco Inc Company**.
- 13) **Third-Party Internet Sales Platform Policy:** Resellers are never authorized under any condition to resell Groomer's Choice Brands including but not limited to: Bark2Basics, Green Groom, The Coat Handler, Petology, and Bubbles Bros. on the following third-party platforms including but not limited to Amazon.com, Chewy.com, Walmart.com, Target.com, eBay.com. If found in violation, Senproco, Inc. reserves the right to dissolve relationship with buyer immediately. Existing resellers that are currently selling on any above platforms will have 30 days to become compliant with this policy.
- 14) **Groomer's Choice, a Senproco Inc Company** may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. **Groomer's Choice, a Senproco Inc Company** will send out a notice in advance with details of the special.



- 15) Sales representatives of MAP products will supply a copy of the MAP policy to any new or existing reseller to be filled out, acknowledged, and returned to the sales representative. This form shall be signed and returned to **Groomer's Choice, a Senproco Inc Company** and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

MAP Agreement Confirmation

This MAP policy has been established by **Groomer's Choice, a Senproco Inc Company** to help ensure the legacy of **Groomer's Choice, a Senproco Inc Company** as a top producer of premium pet coat care products and to protect the reputation of its name. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for **Groomer's Choice, a Senproco Inc Company** customers.

Please understand by receiving this policy via email, you are accepting and responsible for adhering to the MAP agreement above.