



*Premium Dog Gear* FOR TRAIL, FIELD & HOME

Maple II Business Center | Suite 202 | 10550 County Road 81 | Maple Grove, MN 55369

## MINIMUM ADVERTISED PRICE POLICY

ROCT Outdoor, LLC (ROCT) has unilaterally adopted a minimum advertised price policy (the “MAP Policy”) applicable to all ROCT approved dealers and distributors and to any non-approved dealers to whom the approved dealers or distributors sell or otherwise transfer products (collectively, the “Resellers”). This MAP Policy is effective **October 1, 2022**, and it applies to ROCT products marketed and sold under the brand ROCT Outdoor and ROCT Outdoor Pet. Attached as Exhibit 1 is a list of the products subject to this MAP Policy (the “Products”). This MAP Policy is being implemented to help insure the long-term viability of ROCT and its brands, the innovation of ROCT’s products, and to protect the investment of the Resellers that provide valuable sales and product assistance and support to their customers.

1. ROCT may from time to time unilaterally adjust the attached minimum advertised pricing (“MAP”) for the Products at its sole discretion. Updates will include the effective dates, model numbers, and MAP. Updates will be available on the MAP section of the [www.GetROCT.com](http://www.GetROCT.com) web page.
2. The Resellers are free to advertise, promote or sell the Products at any price they choose in their discretion. Pursuant to this MAP Policy, Resellers may not advertise or otherwise promote the Products using the Internet or other media at a net price less than MAP and may not sell the Products to any other person or entity which advertises or otherwise promotes the Products using the Internet or other media at a net price less than MAP. This MAP Policy applies to all advertisements of the Products in any and all media, including, but not limited to, the Internet, flyers, posters, coupons, mailers, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, other electronic media, television, radio and public signage. This MAP Policy, however, is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
3. The “net price” shall mean the published or advertised price that the Reseller makes the Products available to its customers taking into account all discounts, deductions,

rebates, allowances, credits, charges, trade-ins, the separate price of products bundled with the Products by the Reseller, coupons, premiums, promotions, free goods and services and gifts offered with the Products.

4. Pricing listed on any Internet site is considered an “advertised price” and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (added 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,” “call for price,” or “we will match any price” are acceptable as long as the price advertised is not below the MAP listed for the items on the previous page.
5. This MAP Policy applies to advertised prices and not to the actual prices at which the Products are sold. This MAP Policy is not intended to be, nor shall it be construed to be, an agreement as to the minimum prices at which Resellers will sell the Products. Each Reseller must determine at its sole discretion the price at which it sells the Products.
6. This MAP Policy is also designed to protect ROCT’s intellectual property rights. Resellers shall not sell any product that infringes ROCT’s intellectual property rights.
7. In the event that ROCT determines a Reseller has violated this MAP Policy, corrective action will be unilaterally imposed. Such corrective action may include, among other things, suspension or termination of the sales of the MAP Policy Products by the violating Reseller. ROCT may also cancel all orders and refuse to accept any new orders from any Reseller that violate this MAP Policy.
8. Distributors of the Products will supply a copy of this MAP Policy to any new or existing Reseller for their records and/or make this policy available to them via a website location with other Manufacturers’ MAP policies.
9. Any questions regarding this MAP Policy should be emailed to [customerservice@ROCTOutdoor.com](mailto:customerservice@ROCTOutdoor.com).



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## ROCT OUTDOOR Dealer / Reseller Agreement

**ACCOUNT NAME:**

**ADDRESS:**

**CITY:**

**STATE:**

**ZIP:**

1. Appointment: ROCT Outdoor, LLC ("ROCT") hereby appoints above-named account ("Reseller") as a non-exclusive authorized Reseller of ROCT Outdoor Products (as defined herein) at Reseller's location as described above. Reseller shall have the non-exclusive, non-transferable right, for the Term (as defined herein) and subject to the conditions of this Reseller Agreement ("Agreement"), to purchase and sell Products (as defined herein) only to end users (i.e., consumers). Reseller shall not resell or distribute to any other entities.

2. Buyer/Seller Relationship: Reseller is an independent contractor and no principal-agent relationship exists between ROCT. Reseller shall not be entitled to receive any compensation from ROCT for performance of Reseller's obligations under this Agreement. This Agreement may not be transferred, delegated or assigned by the Reseller without prior written consent of ROCT.

3. Products: "Products" shall include all Pet Products, packaging, accessories and clothing ordered or purchased from ROCT.

4. Identification Trademarks: Reseller may be provided with ROCT marketing materials (signs, displays, product images and promotional materials) and shall utilize such materials in a manner adequate to identify themselves as an authorized Reseller of Products. Reseller acknowledges that (A) ROCT is the exclusive owner/licensee of all trademarks, patents, trade dress, trade secrets and other intangible intellectual property rights in the Products, including the ROCT name and model

names; (B) Reseller shall acquire no proprietary rights in such intellectual property other than a nonexclusive license to use such rights in connection with the promotion and sale of the Products; (C) only images provided by ROCT may be used to display the Products unless given permission by ROCT is obtained prior to use; (D) Reseller shall not edit the Product materials in any way, other than proportional (locked aspect ratio) sizing unless granted written permission by ROCT is obtained prior to use; (E) Reseller shall ensure that any data, Product images and Product descriptions displayed by the Reseller are the most-current versions of such provided by ROCT; and (F) Reseller shall represent themselves as a ROCT authorized Reseller in all online advertising and sales collateral.

5. Reputation: Reseller recognizes the importance of ROCT's marketing/advertising and merchandising investments. Reseller shall use its best efforts to maintain and enhance the trade reputation, usefulness and acceptance of Products and to promote the proper visibility and reputation/imagery of Products. Reseller shall conduct all phases of its operation in a legal and ethical manner.

6. Term: This Agreement shall commence on the date of acceptance by ROCT's authorized agent and shall terminate on December 31, 2023. Upon expiration of the initial Term, this Agreement shall automatically renew for successive one-year terms unless either party notifies the other in writing of its intent to discontinue this Agreement for any reason at least thirty (30) days prior to the expiration of then-current term. This Agreement may be terminated by ROCT prior to December 31st, 2023, or anytime thereafter if Reseller (A) fails to observe any of the obligations in this Agreement, (B) fails to meet ROCT's credit requirements, (C) undergoes any change in ownership or management, (D) assigns this Agreement without ROCT's approval, (E) concentrates its sales efforts in un-authorized channels, (F) fails to pay one (1) or more invoices when due, (G) sells or promotes Products in a manner which, in ROCT's sole discretion, damages the image and reputation of ROCT products and/or name, or (H) upon 30 days written notice to Reseller.

7. Orders: ROCT reserves the right to accept or reject any order from Reseller (see order form or price list for added requirements). ROCT shall not be liable to Reseller for any loss or damage incurred by Reseller as a result of ROCT's inability to fill any order or delays in shipment. Any Reseller order containing price or other terms different from ROCT's then existing pricing, other standard terms, or this Agreement, shall be deemed amended to conform to ROCT's terms

8. Reseller Obligations: During the term of this Agreement, Reseller shall:

a) Maintain current business information and disclose all locations that carry Products.

- b) Prominently display Products with proper signage and merchandising.
- c) Use its best efforts to promote, demonstrate, market, and sell the Products.
- d) Maintain qualified personnel trained to describe and demonstrate the features and benefits of each Product.
- e) Maintain sufficient inventory of Products and report inventory levels as requested.
- f) Provide sell through information by model and approved retail location upon request.
- g) Provide quality post-sale support for all end-users that purchase the Products.
- h) Read and understand ROCT's Unilateral Minimum Advertised Price Policy as shown on [www.getroct.com/MapPolicy](http://www.getroct.com/MapPolicy)
- i) Conduct and maintain at all times its operation in compliance with all applicable Federal and State Laws and regulations, county and city ordinances and regulations and any other applicable law, regulation or ordinance. Reseller agrees not to engage in any unfair trade practices. Reseller shall indemnify and hold ROCT harmless from any cost or liability, including costs of litigation and attorney's fees as may be incurred in defending any civil, criminal, or administrative action brought against ROCT, its officers, employees, or agents of ROCT that may result from a violation of this Agreement, including this paragraph, or Reseller's intentional or negligent conduct.

9. Reseller Prohibited Activities: Reseller hereby agrees that the following shall be strictly prohibited and enforcement against any violation will result in immediate termination of this agreement and all of ROCT's authorizations. Reseller shall not:

- a) Knowingly or negligently, directly or indirectly, advertise, promote, or sell any Products outside of the United States of America ("U.S."). All international inquiries must be referred to ROCT.
- b) Sell to B2B accounts, wholesalers, or freight forwarders/drop shippers for other retailers. Reseller may only sell to their end consumers. Large or bulk orders may be subject to review by ROCT and modified or declined in the exercise of ROCT's sole discretion.
- c) Promote, market, advertise offer to sell or sell on any 3rd party sites (eBay, Amazon, Alibaba, jet, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, Facebook Marketplace etc.) or direct messages on forums. Any such listing will result in revocation of Reseller status and any permission to use ROCT intellectual property would cease. Reseller acknowledges and agrees that ROCT may request immediate removal of any Reseller listing (that contains ROCT intellectual property) that exists on any 3rd party website.
- d) Purchase Products from other retailers or sources not explicitly endorsed or approved by ROCT.
- e) Solicit or accept orders outside of the approved publicly accessible e-commerce enabled web pages hosted on approved websites owned and operated by Reseller (all Reseller websites shall be listed on the Dealer Application form).
- f) Re-SKU or bundle Products in online assortments & data feeds without receiving prior written permission from ROCT.

g) Use any of ROCT's intellectual property in business names, DBAs, domain names, or social media usernames without ROCT's permission.

h) Imply that Reseller is affiliated or owned by ROCT or has been granted a specific territory.

i) Use the word "Official" to describe Reseller status.

10. Warranty: Reseller shall be knowledgeable about ROCT's warranty policy and shall encourage Resellers to submit warranty claims directly to ROCT Outdoor.

11. Returns: Reseller acknowledges all returns must adhere to ROCT's return guidelines and restrictions. All returns must be accompanied by a return authorization number and are subject to a 20% restocking fee (contact customer service for specific details).

12. Payment and Shipment:

Standard Payment Terms. Reseller shall purchase Products from ROCT at the prices set forth on the published current price list. Reseller shall make payment within thirty (30) days from date of invoice. All shipments are FOB MN from ROCT Outdoor's Warehouse in Maple Grove, MN.

Default by Reseller. In the event that Reseller is in default in the payment of any amounts due ROCT, ROCT shall have the right to withhold all future shipments to Reseller until such default is cured.

Price and Other Changes. ROCT reserves the right at any time, without notice to Reseller, to add, delete or modify Products, and to change prices, terms of sale and delivery of the same.

13. Assignment: This Agreement may be assigned by ROCT in its sole discretion. Reseller may not assign this Agreement or any duties hereunder, without the express written consent of ROCT.

Miscellaneous Provisions:

14. Notices: Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given on the earliest of the following: (i) at the time of personal delivery, if delivery is in person; (ii) at the time of transmission by facsimile, addressed to the other party at its facsimile number specified herein (or hereafter modified by subsequent notice to the parties hereto), with confirmation of receipt made by both telephone and printed confirmation sheet verifying successful transmission of the facsimile; (iii) at the time of transmission by email, addressed to the other party at its email address specified herein (or hereafter modified by subsequent notice to the parties hereto), with confirmation of receipt made by return receipt email; (iv) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (v) five (5) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries.

All notices for delivery outside the United States will be sent by facsimile or by express courier. Notices by facsimile shall be machine verified as received. All notices not delivered personally or by facsimile will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address or facsimile number as set forth on the signature page hereto, or at such other address or facsimile number as such other party may designate by one of the indicated means of notice herein to the other party hereto.

15. **Governing Law:** This Agreement is entered into, and its interpretation and enforcement, shall be governed exclusively by its terms and by the laws of the State of Minnesota, United States of America, without giving effect to that body of laws pertaining to conflict of laws.

16. **Venue:** Any action brought by either party against the other party for claims arising out of this Agreement shall only be brought in a court of competent jurisdiction in Hennepin County, Minnesota, United States of America, and the parties agree by signature hereto to the personal jurisdiction of said courts sitting in Hennepin County, Minnesota, United States of America.

17. **Attorneys' Fees:** If any suit is brought or legal action is taken for the enforcement of any provision of this Agreement or as a result of any alleged breach thereof or for a declaration of any right or duty hereunder, the party who substantially prevails in such suit or legal action shall be paid reasonable attorneys' fees from the party who does not substantially prevail, and any judgment or decree rendered shall include an award thereof.

18. **Entire Agreement:** This Agreement embodies the entire understanding among the parties and supersedes any and all prior negotiations, understandings or agreements.

19. **No Strict Construction:** It is the intent of the parties that this Agreement shall be deemed to have been prepared by both parties to the end that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

20. **Third Parties:** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

21. **Severability:** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the court of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

22. **Titles and Headings:** The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein "sections," "subsections" and "schedules" will mean "sections," "subsections" and "schedules" to this Agreement.

23. **Amendments:** The written provisions contained in this Agreement constitute the sole and entire agreement made between ROCT Outdoor and Reseller. ROCT may amend this Agreement upon thirty (30) days notice to Reseller.

24. **Waivers:** No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of the that party. Failure of a party to insist on strict compliance with the provisions of

this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Agreement.

25. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Electronic Signatures: This Agreement may be executed and delivered by facsimile or email, and upon such delivery the facsimile or email signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

27. Further Assurances: The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

28. Jury Waiver: ROCT and Reseller hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either ROCT or Reseller against the other under or related to this Agreement.