

Synchronicity, LLC
Minimum Advertised Price Policy
Last Updated September, 2020

Synchronicity, LLC (“Synchronicity”) has adopted the following minimum advertised price (“MAP”) policy for the advertising of its products by Synchronicity (“Dealers”). As always, the law allows you to sell Synchronicity products at any price and through any means you see fit, and this MAP policy should not be construed as an attempt to change that in any way.

The purpose of this MAP policy is to announce that Synchronicity, in its sole discretion, may elect not to continue to supply products in the future to Dealers who directly or indirectly advertise Synchronicity products in contravention of this MAP policy. Synchronicity has adopted this policy to strengthen our Dealer network, which will allow us to compete more effectively with other manufacturers.

Attached to this MAP policy you will find a list of the Synchronicity products that are covered by this policy along with the current MAP price for each product. Synchronicity reserves the right to modify the listed products and MAP prices and its policies from time to time and will inform you in writing of any changes. This policy applies to products sold over the Internet and through brick and mortar outlets.

The purpose of this policy is to make clear that Synchronicity, in its exclusive discretion, may decide not to continue to supply products in the future to any Dealer who advertises the products covered by this MAP policy for sale at prices below the MAP price then in effect for that product.

For purposes of this MAP policy, “advertising” means any method of distributing information to solicit interest from customers, including ads and promotions placed with television, radio, newspapers, magazines or flyers, as well as advertising or promoting Synchronicity products through wholesale catalogues or computer network services (including web pages and other methods of advertising over the Internet). To comply with this policy, the MAP price must be listed next to the featured product in all advertising.

In addition, Synchronicity may, at its discretion, elect not to continue to supply products in the future to Dealers who directly or indirectly:

- Use a phrase such as “Will Not Be Undersold”, “Guarantees A Lower Price” or “We Will Beat Any Price,” or words to that effect as applicable to Synchronicity products, except that general advertising using such phrases does not violate this policy as long as information on Synchronicity products in the advertising makes it clear that such discounting does not apply to those Synchronicity products;
- Advertise the sale of Synchronicity products pursuant to promotional arrangements involving discounted gift cards, or “cash back” and similar discount programs that provide a discount or rebate when a certain sales threshold is reached, except that general advertising for these and similar promotional programs does not violate this MAP policy so long as information on Synchronicity products in the advertising makes it clear that such discounting does not apply to those Synchronicity products;
- Use terms such as “Call”, “New”, “Call for Price”, “Discount”, “Special”, “Sale”, “Negotiate”, “Click for Price”, “Price on Checkout”, “Price in Cart”, and the like when advertising Synchronicity products;
- Leave the price “blank” or do not indicate the suggested retail prices when advertising Synchronicity products covered by this policy;

- Packaging the sale of Synchronicity products with other products (whether manufactured by Synchronicity or otherwise) that are sold at a discount or provided to the customer for free;
- Offer a discount on the purchase of any Synchronicity product for any type product return or exchange; or
- Without the written approval of Synchronicity, offer Synchronicity products for sale through any Internet website or any third-party Internet website, including, but not limited, to auction sites such as eBay and shopping sites such as amazon.com. Under no circumstances are Dealers permitted to sell Synchronicity products for delivery outside the United States.

Only Dealers who have a fully executed E-Commerce Agreement with Synchronicity (“E-Commerce Agreement”) are authorized to advertise, solicit customers for, or sell Synchronicity products over the Internet. The E-Commerce Agreement contains the requirements for authorized Dealers to sell Synchronicity products over the Internet.

Notwithstanding the foregoing, Synchronicity in its exclusive discretion may institute a special national or regional promotion through which Synchronicity will fund a discount or rebate, or provide free products of Synchronicity’ choosing, to those customers who demonstrate or purchase a Synchronicity product. In conjunction with any such special promotion, Synchronicity Dealers will be permitted to advertise the existence of the special promotional and the specific terms included within it. Advertising for a special promotion established by Synchronicity will not violate this policy. Synchronicity’ MAP policy will remain in effect during the term of the special promotion, and Dealers will continue to be bound by this policy with respect to all advertising that does not refer expressly to sales of products that are the subject of the special promotion.

The laws of the United States allow you to charge whatever price you feel is appropriate based upon the retail environment and your individual situation. These laws also allow Synchronicity to establish, announce and adhere to policies we feel protect the best interest of our company. If Synchronicity determines that Synchronicity products have been advertised by you in contravention of this MAP policy, or in any way which we feel, in our sole discretion, does not serve the best interest of Synchronicity, we may choose to terminate your distribution agreement. We may also automatically cease participation in any cooperative advertising program or other advertising and promotion program with you.

This MAP policy is a Synchronicity corporate policy and no sales associate or representative is authorized to interpret it, waive it, or discuss it. This MAP policy is entirely unilateral. All Dealers are responsible for establishing their own retail prices and are, of course, free to price Synchronicity products at whatever price they choose.