

abba Motorcycle Equipment USA Inc Dealer Terms & Conditions

MINIMUM ADVERTISED PRICE (MAP) POLICY

Our MAP policy is designed to protect both abba Motorcycle Equipment and you the retailer to ensure an even playing field amongst dealers wanting to maintain good margins whilst ensuring that abba Products are not devalued by a constant price-war.

In brief, our MAP policy only controls **advertised** prices. This means dealers can sell products below the MSRP. But they are not permitted to display a price lower than the MSRP in advertisements or online listings.

- We, abba Motorcycle Equipment list all Manufacturer's Suggested Retail Pricing (MSRP) pricing on our dealer website (dealers.abbastandsusa.com) and on our retail website (www.abbastandsusa.com) which can be amended at any time by abba Motorcycle Equipment at our sole discretion. Any priced advertisement in any media such as but not limited to internet or similar electronic media, radio, television, flyers, posters, catalogues, mail order catalogues, magazines, e-mail newsletters, e-mail solicitations, coupons, mailers, inserts, newspapers, and public signage must not be advertised below the current MSRP as indicated on the abba Motorcycle Equipment website. Any pricing advertised that is less than the MSRP shown on the abba Motorcycle Equipment website will be a violation of this MAP policy.
- The only exception to the above policy would be for short term "offers" (ie: Black Friday) and the advertised price must not be discounted beyond 10% of the MSRP shown on the abba Motorcycle Equipment website. In this instance we consider "short term" to be a few days & certainly less than one week. Any physical advertisement such as, but not limited to: flyers, posters, catalogues, mail order catalogues, magazines, coupons, mailers, inserts, newspapers, and public signage would not be permitted as the advertised offer would obviously last for more than a few days.
- The inclusion in advertising of any free/discounted products with an abba Motorcycle Equipment product is accepted providing the listed/basket/final checkout price for the abba product is not shown to be below the current MSRP as indicated on the abba Motorcycle Equipment website.
- This MAP Policy does not establish maximum advertised prices. Resellers may offer abba Motorcycle Equipment products at any price in excess of listed 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,"/" discount codes" do not violate this MAP Policy. Discount codes must not be specific to an abba product or products.
- This MAP Policy applies only to advertised prices and does not apply to the actual price that abba Motorcycle Equipment products are sold or offered for sale to an individual consumer. Resellers are free to sell abba Motorcycle Equipment products at any price they choose.
- abba Motorcycle Equipment reserves the right to offer discounts & promotions on certain products. In this instance the MSRP would be discounted on our main website (www.abbastandsusa.com). Should such discounts be offered the same dealer discount would be offered off of the discounted retail price. Dealers would be informed of any such offers via our electronic newsletter.

GENERAL WEBSITE/ACCOUNT POLICIES

- We may restrict access to some parts of the dealer site to users who have registered with us. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of use or we believe your user identification has been compromised.
- We reserve the right to cancel any orders containing pricing errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from us.
- We reserve the right to suspend or terminate your account at any time for business, operational, regulatory, legal or other reasons should we feel it necessary (ie: misrepresentation of the abba brand).

Any violation of the above terms/policies may result in permanent loss of your dealer account.