

## **Mosaic Birds by Couronne Co. Internet Resale and Minimum Advertised Pricing (MAP) Policy**

Effective December 1, 2019

Mosaic Birds by Couronne Co. (*hereafter referred to as Mosaic Birds*) is a wholesale manufacturer of glass and metal bird feeders, bird baths, and garden accessories. Mosaic Birds products consist of high quality products whose image has been earned through extensive product and market development as well as superior customer service efforts. In an effort to ensure that all authorized retailers provide consumers of Mosaic Birds products with the service, knowledge, and support necessary to maintain the high level of customer satisfaction, we have developed an Internet Resale and Minimum Advertised Pricing Policy (MAP Policy). Mosaic Birds has concluded that certain types of advertising can be damaging to the standards and reputation that Mosaic Birds products have achieved.

### **Objectives:**

1. To ensure that our wholesale product relationships are consistent and value-based.
2. To maintain the proper positioning of Mosaic Birds products in the marketplace.

### **Internet Resale Policy:**

#### **The MAP Policy:**

- MAP pricing for all Mosaic Birds products can be found on our current [price list](#). All advertised prices must be at or above MAP for all Mosaic Birds by Couronne Co. products. Internet advertising featuring a price below our published MAP violates this policy.
- Resellers are responsible for ensuring their Mosaic Birds pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the [price list](#). Mosaic Birds MAP policy applies to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.
- Product promotions may not bring the price below MAP. Promotions, discounts, rebates, gift with purchase, by-one-get-one-free promotions, etc. all must maintain MAP as an advertised price.
- Internet auctions are not authorized for Mosaic Birds products.
- Mosaic Birds policy does not apply to any in-store advertisements that are displayed within a physical brick and mortar location.
- Mosaic Birds MAP Policy does not allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price".
- Free shipping or 0% sales tax does not violate the MAP.
- Price matching policies are acceptable; however, price matching cannot be used as a valid reason for violations of Mosaic Birds MAP Policy. Advertised price must always be at MAP or higher.
- Mosaic Birds establishes its Minimum Advertised Pricing (MAP) Policy at its sole discretion and does not establish a Maximum Advertised Price.
- Mosaic Birds reserves the right, in its sole discretion, to modify or suspend its MAP policy, in whole or in part.
- At its sole discretion, Mosaic Birds will investigate any reports of violation. Mosaic Birds may use outside services to monitor policy compliance.

**Exceptions to this Policy:**

Products that are discontinued, on closeout, or special circumstances approved by Mosaic Birds are exceptions to this policy.

**Failure to comply with the MAP Policy:**

At the sole discretion of Mosaic Birds, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all Mosaic Birds products both direct as well as through distribution.

**Mosaic Birds by Couronne Co. will utilize the following steps to resolve MAP violations:**

Mosaic Birds will monitor compliance with this policy and may, at its own discretion, stop supplying product to any Dealer found to be in violation.

1. Violations from any Mosaic Birds resellers will need to be corrected within 72 hours of notification.
  1. First Violation: The first violation in any 12-month period will result in a warning, in writing by email or mailed letter, with an expectation that MAP violations must be corrected within 72 hours of notification. Upon correction, violation will then be cleared.
  2. Second Violation: The second violation in any 12-month period will result in a suspension of the products that were the subject of the violation for a period of 30 days. Notification will be provided in writing by email or mailed letter and MAP violations must be corrected within 72 hours of notification. Upon correction and following a 30 day suspension of purchasing, violation will then be cleared.
  3. Third Violation: The third violation in any 12-month period will result in a suspension of the category of products that were the subject of the violation for a period of 6 months. Notification will be provided in writing by email or mailed letter and MAP violations must be corrected within 72 hours of notification. Upon correction and following a 6 month suspension of purchasing, violation will then be cleared.
  4. Fourth Violation: The fourth violation in any 12-month period will result in a suspension of the Authorized Dealer's status for an indefinite period of time and no purchases for the category of products subject to violation will be allowed. Notification will be provided in writing by email or mailed letter and dealer must remove product from its internet site within 5 days.

\*\*\*Mosaic Birds will issue a new price list twice a year on January 1<sup>st</sup> and June 1<sup>st</sup> or at their discretion with notification to the customer. Pricing must be updated immediately upon receipt. \*\*\*

For questions and issues regarding the Mosaic Birds Minimum Advertised Pricing (MAP) Policy, please contact [MosaicBirdsMap@CouronneCo.com](mailto:MosaicBirdsMap@CouronneCo.com).

**Intellectual Property**

The use of the Mosaic Birds or Couronne Co. logo is not allowed without authorization.

All Mosaic Birds product designs are subject, to the maximum extent permitted under the law, to copyright, trade dress and other forms of intellectual property protection. The reproduction of any of the product designs is, to the maximum extent permitted under the law, strictly prohibited. All photographs are also copyrighted and may not be used, reproduced, publicly displayed, or distributed without the prior written approval of Couronne Company Inc.