

# **Dealer Policy Manual**

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#### **Dealer & NABA Buying Group Requirements**

FeraDyne Outdoors reserves the right to approve dealer accounts and terms at our discretion. Terms on existing accounts are subject to review and change at any time and without notice as determined by the FeraDyne Outdoors Accounting department.

All retailers wishing to establish an account to purchase directly from FeraDyne Outdoors must meet the following requirements:

- 1. Complete and sign the dealer credit application and applicable sales tax exemption form
- 2. Provide a copy of your business license
- 3. FOR RETAIL STORES: Provide a photo of your brick-and-mortar storefront with permanent signage (no selling out of homes or non-authorized outbuildings)
- 4. FOR ONLINE-ONLY RETAILERS: Provide a photo of your product warehouse
  - a. Online-only retailers must provide the URL to their functional webstore
- 5. Order in case pack quantities where applicable
- 6. Adhere to all dealer program and MAP policies
- 7. Submit an updated dealer credit application and applicable sales tax exemption form any time one or more of the following instances occurs:
  - a. Legal business name change
  - b. Change in ownership
  - c. Change in billing or shipping address
  - d. Every four (4) years

Applications can be e-mailed to creditapps@feradyne.com or faxed to 715.395.9959.

## **Minimum Advertised Price (MAP) Policy**

FeraDyne Outdoors ("FeraDyne") has unilaterally adopted a minimum advertised price policy (the "MAP Policy") applicable to all FeraDyne-approved dealers and distributors and to any non-approved dealers to whom the approved dealers or distributors sell or otherwise transfer products (collectively, the "Resllers"). This MAP Policy is effective January 1, 2017, and it applies to FeraDyne products marked and sold under the brands Rage, IQ Sights, Nockturnal, TruFire, GlenDel, Block, and Carbon Express. Below is a list of the products subject to this MAP Policy (the "Products").

This MAP Policy is being implemented to insure the long-term viability of FeraDyne and its brands, the innovation of FeraDyne's products, and to protect the investment of the Resellers that provide valuable sales and product assistance and support to their customers.

- 1. FeraDyne 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 <a href="https://www.feradyne.com">www.feradyne.com</a> web page.
- 2. The Resellers are free to advertise, promote, or sell the Products at any price they choose at 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, e-mail newsletters, e-mail 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 pricing is associated with an intent to purchased (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 cart 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 only 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. In the event that FeraDyne determines a Reseller has violated this MAP Policy regarding the Products, 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. FeraDyne may also cancel all orders and refuse to accept any new orders from any Reseller that violates this MAP Policy.
- 7. Distributors of the Products will supply a copy of the 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.
- 8. Any questions regarding this MAP policy should be e-mailed to <a href="mailed-to-ma

#### **Minimum Order Quantities (MOQ)**

FeraDyne Outdoors requires all retailers to purchase in case pack quantities where applicable.

No exceptions will be made.

FeraDyne Outdoors reserves the right to change minimum order quantities (MOQ's) at any time and without notice.

#### **Free Freight Minimum Requirements**

For details on free freight minimums, refer to the current program or contact your FeraDyne sales rep directly.

Regardless of whether or not an order meets the free freight requirements and the order ships partially due to backorders, no additional freight charge will be imposed on any subsequent shipments.

If an order does not meet free freight minimum requirements, resellers may choose to provide a FedEx or UPS account number and be charged freight collect.

If backordered items are cancelled by the reseller, any freight charges from the initial invoice will not be refunded.

If a reseller chooses to return a product(s) for any reason but elects to keep some of the original order, any freight charges from the initial invoice will not be refunded.

FeraDyne Outdoors reserves the right to change free freight minimum requirements at any time and without notice.

### **Selling FeraDyne Outdoors Brands Online**

Any reseller who wishes to sell any FeraDyne Outdoors brand(s) online must complete the online marketplace section of the new dealer application and disclose any and all seller names FeraDyne brands are sold under. Failure to provide this information could lead to the reseller's account being put on hold until the required information is provided, or termination of the reseller's account.

Resellers selling FeraDyne brands online must adhere to the retail MAP Policy.

Dealer-only items as noted on the dealer price list are not eligible for online sale.

#### **Warranty Policies & Procedures**

Please visit <u>www.feradyne.com/warranties/</u> to review the warranty policies for each FeraDyne Outdoors brand.

If a reseller receives an order and any of the following instances occur, it is the reseller's responsibility to submit a warranty claim (also known as an RMA – Return Merchandise Authorization):

- A product(s) is not functioning as intended and falls within the warranty timeline
- An incorrect product(s) was received and has not been opened/used
- A product(s) was damaged during shipping
  - Photos will be required for this type of claim
- Incorrect quantities were received overages or shortages

Claims can be submitted via your online order writer account at <a href="FeraDyne Order Writer & Warranty Request">FeraDyne Order Writer & Warranty Request</a>. Simply log in to your dealer account and click on the "FeraDyne RMA / Warranty Request" or "Covert RMA / Warranty Request" button. Due to separate shipping locations, FeraDyne legacy brands and Covert Scouting Camera claims must be submitted separately.

If you do not already have an account set up in the online order writer, use this link to request an account: FeraDyne Order Writer & Warranty account registration.

If a reseller does not have internet access or is otherwise unable to submit a warranty claim through the online portal, they must contact their outside sales rep or FeraDyne Outdoors Customer Service for assistance.

#### **Online Order Writer**

Orders can now be placed via our online order writer at <u>FeraDyne Order Writer</u>. To place orders through our online order writer, click on the link above and select the "Retailers – Request New Account" button.

All orders submitted through the online order writer are subject to review by the reseller's outside sales rep.

# **Buying Group Members with Multiple Buying Group Memberships**

If a reseller is a member of more than one buying group, the reseller must choose one buying group to purchase through for the remainder of the calendar year.

FeraDyne Outdoors reserves the right to bill exclusively through the buying group with a central bill-to address.

#### **Procedure for Reporting Damaged Shipments**

Before signing a delivery receipt, check for any shortages and/or damage to the product packaging and note any findings on the delivery receipt.

If you receive a package or pallet of product that has sustained damage during shipment or product is missing from the shipment, **DO NOT REFUSE THE SHIPMENT**. Follow the steps below to report it:

- 1. Take photos of the box(es) and/or pallet(s) damaged
- 2. Save all packaging and shipment paperwork
- 3. Notify your FeraDyne Outdoors sales rep or Customer Service immediately with the shipment information and photos