



OUTDOOR & SPORTS COMPANY INC.

MAP AND TRADING POLICY AUTUMN / WINTER 2024



At Outdoor & Sports Company Inc. North America (OSC) we recognize that our success is tied to the success of our authorized selling partners. OSC greatly values the efforts of all of our partners to sell products under the following brand names: **Bridgedale, Mountain Equipment, Ron Hill, Sprayway, Trekmates and Zempire** (Hereby known as 'The Products')

OSC has adopted this MAP Policy in order to preserve the integrity of The Products and emphasize the quality and value of The Products through advertising and marketing. As a result, OSC is unilaterally implementing this Minimum Advertised Price (MAP) Policy. Our MAP policy is intended for consumers to purchase from Authorized Retailers, such as you, based on loyalty and outstanding customer care.

Thank you in advance for your help and cooperation in voluntarily adhering to the details of this Unilateral Policy.

1) Policy Statement

- a) This MAP Policy covers all OSC Authorized Retailers located in North America.
- b) Retailers must be authorized by OSC to sell its products in any location, including brick and mortar outlets and on the Internet. Authorized Retailers are expected to abide by the following conditions of the MAP Policy in order to avoid potential consequences of non-compliance. This Autumn / Winter 2024 MAP policy will amend and/or replace any and all previous versions related to pricing and discounting.
- c) Goods may not be resold to an unauthorized retailer (on line/bricks and mortar) without OSC's written consent.
- d) Authorized Retailer is authorized to sell and ship products to end consumers with addresses in North America. Every effort will be made by Authorized Retailer to not accept and/or ship orders outside this Territory.
- e) Authorized Retailers may not use Amazon's 3P marketing platform or any other 3rd party marketing platform without OSC's prior written authorization.
- f) Authorized Retailers may not use "Fulfillment by Amazon" without OSC's prior written authorization.
- g) The Products covered by the Policy are all of the Products found on the respective brands Autumn/Winter 2024 Price Sheet. OSC may at its sole discretion modify this list from time to time.
- h) The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.
- i) Advertised pricing must be Published MSRP (Manufacturers Suggested Retail Price).
- j) For purposes of this Policy, an "advertisement" includes any print or electronic media of any kind, including, but not limited to, all website pages and banners, social media (e.g. Facebook, Instagram, Twitter), emails, blogs, newspapers, magazines, flyers, brochures, posters, postcards, coupons, catalogs, signage visible from outside an Authorized Retailer's premises, billboards, television, radio ads, and other marketing or promotional materials.
- k) The following situations are not considered to be a violation of the MAP Policy: free shipping, sales tax rebates, or solely in-store advertising that is not distributed to the customer.
- l) OSC reserves the right from time to time to alter, modify, suspend, or cancel this Unilateral Policy, the products covered, and/or the Minimum Advertised Prices.
- m) This MAP Policy supersedes all previous OSC MAP policies. Nothing in this MAP Policy is intended to, nor shall, affect the price at which any dealer sells any OSC Product. Authorized Retailers may sell OSC Products at whatever prices they choose in their sole discretion. Nothing in this MAP Policy is intended to

be, nor shall be construed as, an agreement between OSC and any Authorized Retailer as to the prices at which the Authorized Retailer resells, markets, or advertises OSC Products.

- n) This MAP Policy is applicable to all OSC Authorized Retailers; however, each Authorized Retailer is free to independently decide whether or not to follow the MAP Policy. OSC does not request, nor will OSC accept, any assurance of compliance or agreement from any Authorized Retailers regarding this MAP Policy. OSC will not discuss any issues of compliance, acceptance, or pricing related to this MAP Policy.
- o) OSC reserves the right at all times to choose the Authorized Retailers with whom it does business and the right to accept or reject any order in whole or in part.
- p) Any questions regarding this policy should be in writing and should be directed to: sales@oscnainc.com

2) List of MAP Products

- a) Please refer to the respective brand(s) Autumn/Winter 2024 Price Sheet for a list of Products included under this Policy. All Products are covered under this MAP policy. OSC reserves the right to change the Products covered under MAP pricing at any time.

3) MAP Policy Exceptions

- a) This MAP policy does not apply to;
 - i) Promotional Periods conducted as follows:
 - (1) Authorized Retailers may advertise OSC products below MSRP to a maximum of 25% during the stated promotional windows below as defined per country:

(2) USA:

- (a) Early Season – November 25, 2024 – December 1, 2024
- (b) Holiday – December 26, 2024 – January 1, 2025
- (c) Clearance starts – February 17, 2025 (at discount levels of your choosing)

(3) Canada:

- (a) Early Season – November 25, 2024 – December 1, 2024
- (b) Holiday – December 26, 2024 – January 1, 2025
- (c) Clearance starts – February 17, 2025 (at discount levels of your choosing)
- (4) During Authorized Retailer's promotion the retailer is NOT permitted to market OSC Products through 3rd Party sites below MSRP. Amazon.com or similar. No exceptions permitted.

4) Failure to Comply

- a) OSC will monitor advertised prices for its MAP Products and compliance with this MAP Policy.
- b) In the event an Authorized Retailer fails to comply with this Policy, OSC may issue a MAP Violation Notice to the Authorized Retailer. However, OSC reserves the right to take action against the Authorized Retailer without providing any such notice.
- c) The failure of OSC to apply consequences to an Authorized Retailer for violation of this Policy shall not constitute a waiver by OSC of its right to take any action it deems necessary in the future for any violation of this Policy. No Authorized Retailer or other third party shall have the right to force OSC to enforce this Policy against any other person or entity, including any other Authorized Retailer.
- d) OSC will not share with any Authorized Retailer information about its decisions relating to any other Authorized Retailers.
- e) Intentional and/or repeated failure to abide by this OSC MAP Policy can result in the loss of authorization status and your ability to order OSC products.