



Dry CASE™ - Minimum Advertised Price Policy

Introduction

DryCASE is the leading supplier of waterproof protection for electronic devices. We pride ourselves on our vacuum sealed waterproof protection products for mobile and electronic devices.

We recognize that our authorized dealers invest time and resources to provide a high level customer experience and support through knowledgeable staff and compelling vendor presentation. To support their, as well as other resellers' efforts, DryCASE wishes to establish policies that allow resellers to earn the profits necessary to provide and maintain the high level of customer excellence that is expected from DryCASE dealers.

To protect the investment of our dealers and DryCASE's brand reputation, we have unilaterally adopted a **MINIMUM ADVERTISED PRICE POLICY** ("MAP Policy"). DryCASE established this MAP Policy due to the fact that reseller advertising and sales practices that promote DryCASE products primarily on the basis of price could be detrimental to resellers' service and support efforts and DryCASE's competitive position. Such activities can be harmful to Dry CASE's brand, reputation and competitiveness, and allow some resellers to take advantage of the service and support efforts of others. DryCASE believes that these practices are unfair and thus discourages such efforts.

DryCASE, in its unilateral discretion, will not do business with any reseller, if that reseller intentionally advertises any MAP Product below its MAP price. DryCASE is confident that this program will strengthen its competitiveness and benefit all of its resellers.

Official Policy and Guidelines

Additional guidelines related to this MAP Policy are as follows:

1. DryCASE reserves the right to take any action with respect to any reseller that violates this MAP Policy. The MAP Policy will be enforced by DryCASE in its sole discretion.
2. DryCASE recognizes that any authorized DryCASE reseller can make its own decisions to advertise and sell any DryCASE product at any price it chooses without consulting or advising DryCASE. DryCASE similarly has the right to make its own independent decision regarding its product allocations and reseller participation *at any time*.
3. DryCASE will maintain an updated "MAP Products" list of all its products. DryCASE reserves the right to update or modify its MAP list at any time.



4. DryCASE wishes to apply the following MAP policy to all its products:

- All Products listed will have a MAP retail price.
- Listing a price other than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as “Click for price”, automated “bounce – back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and this constitutes “advertising” under this MAP Policy.
- This MAP Policy also applies to any activity which DryCASE determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’ and the like.

5. It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

6. Occasionally DryCASE may offer to its customers a direct manufacturer’s rebate.

In such case, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer’s rebate, provided that:

- (a) The advertised pricing is DryCASE MAP-compliant, includes the rebate amount and the net price after manufacturer’s rebate in the same style and visibility type;
- (b) An asterisk (*) is placed next to the net price after manufacturer’s rebate;
- (c) The statement “ * *After manufacturer’s rebate*” must appear in the same area of the advertisement as the advertised product.

7. DryCASE products are not allowed to be bundled with or sold as part of a package that includes other products not manufactured by Dry CASE.

DryCASE allows its products to be bundled and sold as part of the package, providing that they are sold in compliance with this MAP Policy and not sold or advertised as a the bundle (or package) at a price that:

- (a) is lower than the total Minimum Advertised Price of the Dry CASE products, or
- (b) violates the letter or spirit of the MAP Policy.

It shall be a violation of this MAP Policy if products are bundled with or sold as part of a package that includes products not approved by DryCASE.

8. It shall be considered a violation of this MAP Policy to include in any advertising for DryCASE Products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP Product below MAP.

Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchases is of a DryCASE product) shall be evaluated under the same guidelines as described in Section 7.

This Section 8. shall not apply to any manufacturer’s rebate from DryCASE on DryCASE Products.



9. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to DryCASE Products, so long as no price is listed. The product at the end still needs to be sold at least at MAP pricing in order not to violate this MAP policy.
10. If a reseller with multiple store locations violates this MAP Policy at any particular store location, DryCASE will consider this to be a violation by all of the reseller’s locations.
11. DryCASE distributors and wholesalers are responsible for providing clear understanding of this MAP policy to their resellers, as well as making sure that this policy is adhered to in its entirety throughout all their sales channels.
12. Although resellers remain free to establish their own resale prices, DryCASE reserves the right to cancel any and all orders and indefinitely refuse to accept any new orders from any resellers following DryCASE’s verification that such reseller has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by DryCASE. Same applies if the reseller has violated this policy in any other way.
13. DryCASE’s sales representatives are NOT permitted to discuss this Policy, nor make any agreements or assurances with respect to DryCASE’s Policy regarding reseller advertising or pricing. This also includes any consumer program or promotion that affects the below-listed MAP Products.
14. If you gain knowledge or become aware of any violators of DryCASE MAP policy, please let us know by calling us at 888-600-0379 or sending an e-mail to MAP@DryCASE.com .
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Dry Case, LLC
349 Military Cutoff Road
Wilmington, NC, 28405

Dr. Roy Archambault
CEO

Dry CASE, LLC 349 Military Cutoff Road, Wilmington, N.C., USA 28405
Phone: 910-791-0009 Toll Free: 888-600-0379 Fax: 910-791-4479
www.DryCASE.com