



T. 1.855.9.OMEALS (966-3257)

E. b2b@OMEALS.com

W. www.OMEALS.com

Minimum Advertised Pricing Policy/Agreement

Effective March 1, 2018, a Minimum Advertised Price (MAP) on all OMEALS products will be in effect.

Our MAP pricing policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. Therefore, if OMEALS agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

The MAP policy shall work under the following guidelines:

1. The Minimum Advertised Price for OMEALS product shall not be less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the OMEALS price sheet (see included OMEALS MSRP Price Sheet). MAP pricing is established by OMEALS and may be adjusted by OMEALS at its sole discretion.
2. The MAP policy applies to all advertisements of OMEALS products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
3. If inclusion in advertising of free or discounted products (whether made by OMEALS or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
4. If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
5. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. OMEALS dealers and sales representatives remain free to sell these products at any price they choose.
6. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer OMEALS products at any price in excess of the MAP.
7. OMEALS's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
8. Dealer agrees to hold all trademarks and copyrights of OMEALS as the property of OMEALS and use advertising materials provided by OMEALS in an authorized manner only.
9. Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. OMEALS does not intend to do business with dealers or sales representatives who degrade the image of OMEALS and its products. It is OMEALS's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
10. AMAZON: All new, unused products must always be sold on Amazon in new condition. All dealers must list product under OMEALS listing and using the correct ASIN. All Amazon listing must abide by this policy.
11. E-Bay and Other Auction Web Sites Policy:
 - a. "Buy it Now" options must be listed at a price equal to MAP or greater.
 - b. No other auction sells are allowed
12. Negotiated Contracts: From time to time it may be approved by OMEALS in writing to sell certain OMEALS products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by OMEALS.



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13. OMEALS may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. OMEALS will send out a notice in advance with details of the special.
14. OMEALS MAP Holiday will be from Thanksgiving (4th Thursday of November) through December 31st. During this MAP Holiday OMEALS products may be listed at no more than 25% off of current MAP.
15. Sales representatives of OMEALS products will supply a copy of the OMEALS MAP policy to any new or existing reseller to be filled out, acknowledged and returned to OMEALS. This form shall be signed and returned to OMEALS and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

MAP Agreement Confirmation

This MAP policy has been established by OMEALS to help ensure the legacy of OMEALS as a top producer of glass drinking straws and accessories and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for OMEALS customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Company Name: _____

Any and all other names by which this company operates (including names used on Ebay, Amazon, etc:

Manager/Principal Name: _____

Manager/Principal Signature: _____

Date Signed: _____

Address, City, State, Zip: _____

Phone: _____

EMAIL: _____