

**SECTION 1 | MAP POLICY****Minimum Advertised Pricing Policy**

Effective July 1, 2017, a Minimum Advertised Price policy on all Chef Works Inc. products will be in effect (herein referred to as MAP policy).

Chef Works Inc. has spent 45 years building a brand of strong recognition and high perceived value. By not adhering to the established MAP policy, a reseller can dramatically diminish or detract from the perceived value of Chef Works Inc. brands and products. The Internet, with its worldwide impact, has the ability to cause great harm to any company's products if they are advertised at prices that will eliminate any legitimate retail competition. This MAP policy is intended to allow consumers to purchase from resellers based on loyalty and customer care expectations. In the interest of protecting both resellers and consumers, it is necessary to agree and abide by the following requirements:

1. The Minimum Advertised Price for any Chef Works Inc. product shall be no less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the Chef Works Inc. price list – to view current pricing please visit [www.chefworks.com](http://www.chefworks.com). MAP pricing is established by Chef Works Inc. and may be adjusted by Chef Works Inc. at its sole discretion.
2. You agree to not list Chef Works Inc. products on any third party web site such as Amazon, E-Bay, Overstock, etc. and any others without written consent from Chef Works Inc. Selling Chef Works Inc. products on your own web site associated directly with your store(s) is entirely permissible so long as this MAP policy is adhered to.
3. This MAP policy applies to all advertisements of Chef Works Inc. products in any and all media, including, but not limited to: flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email news letters, email solicitations, Internet or similar electronic media, television, radio, and public signage. This MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customers.
4. The inclusion in advertising of free or discounted products with a product covered by this MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the Minimum Advertised Price.
5. 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.
6. This MAP policy does not establish maximum advertised prices. All resellers may offer Chef Works Inc. products at any price in excess of this MAP policy.
7. Chef Works Inc. MAP policy does not, in any way, limit the ability of any reseller 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 product is not less than the Minimum Advertised Price.
8. Chef Works Inc. maintains the right to run a temporary sale from time to time, and in such case, the Minimum Advertised Price will be the same as the temporary sale price on those particular items for that particular time period.

**Policy Enforcement**

1. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Chef Works Inc. will consider this to be a violation by the dealer.
2. Chef Works Inc. reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if Chef Works Inc. reasonably believes:

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- (a) a dealer has violated the provisions of this policy; or
- (b) a dealer intends to violate this policy.

3. Chef Works Inc. MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.

4. Waivers to this MAP Policy may be granted in Chef Works Inc. sole discretion by the MAP Policy Administrator in writing. Chef Works Inc. Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.

5. Chef Works Inc. monitors the advertised prices of dealers, either directly or via the use of 3rd party agencies or tools. Dealers are expected to provide reasonable cooperation in any Chef Works Inc. investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Chef Works Inc. MAP Policy investigation is a violation of this MAP Policy.

6. The MAP Policy will be enforced by Chef Works Inc. in its sole discretion and without notice. Dealers, distributors, resellers, have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to: [mappolicy@chefworks.com](mailto:mappolicy@chefworks.com).

## Termination Procedure

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1. Chef Works contacts the distributor via phone and issues verbal corrective action – followed up by an email which will serve as physical evidence that we informed the distributor.
2. Corrective action must be seen immediately – no more than 48 hours – should the distributor fail to do so – we would freeze the distributors account and stop all pending and/or future orders until compliance is achieved.
3. A cease and desist email will be sent simultaneously with the account freeze. They will have 5 business days from the receipt of the email to comply.
4. After 5 business days, should the distributor not comply, Chef Works would suspend the distributorship for sixty (60) days.
5. A second violation will result in a six (6)-month suspension.
6. A third violation will result in termination.

## MAP Confirmation

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This MAP policy has been established by Chef Works Inc. to help ensure the legacy of Chef Works Inc. 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 Chef Works Inc. 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 you are authorized on the Company behalf to bind this policy.

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If you are in agreement with this policy, please fill out the requested information, sign it, and either fax it to: (858) 643-5624 or scan it and email it to: [mappolicy@chefworks.com](mailto:mappolicy@chefworks.com).

**IMPORTANT: No shipments will be fulfilled to any reseller without having completed this form and returning it to Chef Works Inc.**

**SECTION 2 | MAP POLICY AGREEMENT**

Company name:

Company address:

Phone #:

Email:

Other names by which this company operates or may be known as:

Fax #:

Website:

**AUTHORIZATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date