

MAP Guidelines/FAQ's

QUILTER LABS has prepared the following Frequently Asked Questions, the answers to which explain the MAP Policy in greater detail and provide guidelines to QUILTER LABS authorized dealers:

Q: Is QUILTER LABS requiring dealers to agree to advertise at or above MAP?

A: No. QUILTER LABS has determined on its own to implement the MAP policy. Dealers remain free to advertise, and to sell QUILTER LABS products at whatever prices they believe are appropriate. QUILTER LABS is advising dealers that there are certain consequences that will result from advertising that violates the MAP Policy.

Q: How will MAP apply to advertisements that feature more than one QUILTER LABS product subject to MAP?

A: Where two or more QUILTER LABS products covered by MAP are advertised for a single price, the advertised price must be no lower than the sum of the Minimum Advertised Price for the individual products.

Q: What if I package a QUILTER LABS product with another manufacturer's product, not subject to the QUILTER LABS MAP Policy?

A: The terms of this policy only provide MAP guidelines for QUILTER LABS products. Your responsibilities to other manufacturers are not covered by this Policy.

Q: How does MAP apply to advertisements that do not show prices?

A: Advertisements that do not show prices are not covered by this Policy.

Q: Can I use "Call for Price" in my advertising?

A: "Call for Price" may only be utilized in instances where the product's MAP is not published in the same ad. For instance, a published retail or MSRP price may be posted and "crossed out" in favor of encouraging a customer to "Call for Price". However, publishing the QUILTER LABS MAP price AND "Call for Price" together, indicating that a better price than MAP may be obtained in this manner is a violation of this Policy.

Q: How about automated "Quick-Quote" or auto-response E-Mail quotations?

A: These are treated in the same manner as "Call for Price". Additionally, the resulting quotation is subject to MAP.

Q: A prospective customer called me on the telephone, and we have discussed your products. She then asks me for a faxed or E-Mailed quotation. Can the quoted prices be below MAP?

A: Yes, provided you and the prospective customer have first had the required live telephone conversation.

Q: On my website, I use an “add to cart” feature, which then shows the price. Can I continue to show pricing in this manner?

A: “Add to Cart” is acceptable but is subject to MAP.

Q: Are all QUILTER LABS products subject to MAP?

A: Any QUILTER LABS product for which an MAP price is published is subject to MAP. Other QUILTER LABS products may maintain pricing restrictions in addition to, or in place of MAP. It is the obligation each dealer to maintain up to date pricing and resale information.

Q: What about closeouts and discontinued merchandise?

A: Closeout product is covered under this MAP policy until such date that said product is officially discontinued by QUILTER LABS. Discontinued product does not fall under this Policy.

Q: What about “used”, “demo” and “sample” products?

A: “Used” “Demo” and “Sample” products, as defined in this Policy, are not subject to MAP. Any advertisement of other than new products however must clearly identify the product by its true disposition. This is not a MAP issue, but an issue of deceptive advertising covered by other laws and regulations. Deceptive advertisements may result in termination of dealers for violation of Section XII of QUILTER LABS’s Authorized Dealer Agreement. Do not use a “New Other (see details)” disposition if you are selling on Ebay. This would be a violation. Say that it is used so there is no question.

Q: Why can’t a dealer discuss MAP issues with its QUILTER LABS Rep?

A: QUILTER LABS’s MAP Policy is administered exclusively by QUILTER LABS Products, Inc.. Its independent rep firms and their agents are not authorized to represent QUILTER LABS.

Q: What recourse does a dealer have when it received a notice of violation?

A: An initial notice letter will inform the dealer that it has a set time (usually 10 calendar days) to provide QUILTER LABS with any written information that it believes QUILTER LABS should consider before sanctions are imposed. Such information should be limited to (a) an explanation of why, in the dealer’s view, the advertisement does not violate the MAP Policy, or (b) why the violation that did occur was beyond the control of the dealer, in which case supporting documentation (in the form of a statement from the party at fault) should also be provided. QUILTER LABS will inform the dealer, in writing, whether, on the basis of information provided, there is any basis for not imposing a sanction. Absent convincing evidence, dealers should assume that a sanction for a MAP violation would be imposed automatically.

Quilter Laboratories, LLC – 2013 Dealer Agreement

Dealer's Legal Corporate Identity

Name Title Date

Web Site Name:

Web Site URL: