



PO Box 321, Cardiff by the Sea, Ca 92007 – Phone: 800-511-5983 – Fax: 800-511-5983 - sales@waxelene.com

Waxelene, Inc. Minimum Advertised Price (MAP) Policy

Waxelene, Inc. actively supports the advertising and promotion of its products by its North American dealers and distributors through materials provided by WAXELENE at no or nominal cost. WAXELENE has built a strong reputation and following among the end-user consumers of our products. In order to preserve its reputation for providing customers with high value products and strong after-sales support, and to further enhance the WAXELENE brand and its competitiveness in the marketplace, WAXELENE is unilaterally instituting a policy of minimum advertised price standards for WAXELENE products.

Thus, effective as of December 1, 2015, Waxelene will unilaterally establish and enforce a Minimum Advertised Price (“MAP”) policy on all WAXELENE products. The MAP policy will apply to all U.S. and Canadian dealers and distributors.

The MAP policy shall work under the following guidelines:

1. The MAP for all WAXELENE products shall be no less than Twenty-five percent (25%) off Manufacturer’s Suggested List Price (MSRP) as listed in the then current WAXELENE Price List. MAP is unilaterally established by Waxelene, Inc. for all products and may be adjusted by Waxelene, Inc. at its sole discretion. The MAP may be changed from time to time at WAXELENE’s sole discretion.
2. The MAP policy applies to all advertisements of WAXELENE products in any and all media, including, but not necessarily limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is not distributed to the customer.
3. “Bundling” or the inclusion in advertising of free or discounted products 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. Pricing listed on an internet site is considered an “advertised price” and must adhere to the MAP policy. Once the pricing is associated with an actual purchase (an internet order), the price becomes the selling price and is not bound by this MAP policy. Statements such “we will match any price”, and “call for price” are acceptable.
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 location, over the telephone or through a “bid” process. Dealers and distributors of Waxelene products remain free to sell these products at any prices they elect.¹
6. MAP does not establish maximum advertised prices. All dealers and distributors may offer Waxelene, Inc. products at any price in excess of the MAP established for such product.



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7. WAXELENE’s MAP policy does not in any way limit the ability of any dealer and/or distributor to advertise that “they have the lowest prices” or, they “will meet or beat any competitors price”, that users of the product 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. From time to time WAXELENE may discontinue items or engage in promotions with respect to certain products or engage in the sale of “close out” products and/or “B stock” inventory. In such events, WAXELENE reserves the right to modify or suspend the MAP with respect to the affected products by notifying all dealers and distributors of such change. WAXELENE further reserves the right to unilaterally adjust the MAP with respect to all or certain products at its sole discretion upon seven (7) days advance written notice to the dealers and distributors, provided that such changes shall apply equally to all dealers and distributors of WAXELENE.

9. In the event a dealer or distributor chooses not to follow the MAP policy, sanctions will be unilaterally imposed by WAXELENE. Intentional and/or repeated failure to abide by this policy will result in termination of dealership or distributorship. WAXELENE does not intend to do business with dealers and/or distributors who compromise the perceived value of WAXELENE and its products.

WAXELENE may monitor the advertised price of dealers or distributors, either directly or via the use of third party agencies. Third party agencies retained by WAXELENE may engage in monitoring of any advertisements.

The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to dealers or distributors regarding the policy and receiving any communication regarding sanctions imposed under this policy. WAXELENE SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY. Therefore, all questions or comments regarding this MAP policy are to be directed to the policy administrator at Waxelene, Inc., 2027 Newcastle Ave. #321, Cardiff, CA 92007.

10. This MAP policy has been unilaterally established by WAXELENE to help ensure the legacy of WAXELENE as a top producer of high performance, high quality, body care products and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and distributors have the incentive to invest resources into services for WAXELENE’s customers.

WAXELENE reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Policy modifications shall be made available on the WAXELENE’s website at www.waxelene.com.