



DEUTSCHE HYDRAPRO

SUPERIOR BRAKING POWER

Minimum Advertised Price Policy

Effective June 1st, 2024

Introduction

Deutsche Hydrapro, LLC (“Deutsche Hydrapro”) understands that its distributors and dealers, as its resellers, commit significant resources to learning, stocking, and promoting our product lines. It takes consistency, care, and customer service to educate consumers on safely installing, operating, and maintaining our products.

We, therefore, offer our products according to this Minimum Advertised Price (MAP) Policy (“MAP Policy”) to support our reseller network and, ultimately, our customers. We believe the MAP Policy encourages the profitability of the capital investment necessary to effectively learn and promote Deutsche Hydrapro product lines. It also avoids devaluation of the Deutsche Hydrapro brand and reputation on which our resellers rely to sell our products and build lasting customer relationships.

For these reasons, Deutsche Hydrapro has adopted a MAP for its products, the terms of which are set forth below.

Basic Policy

It is a violation of the MAP Policy to:

(1) Advertise a MAP Product for a price lower than the MAP Price reflected in the MAP Table, as all such terms are defined herein below

(2) MAP Table - The MAP of Deutsche Hydrapro products per unit is as follows:

Product (Name, Item Number or Both)	Price (USD)
Alpha G-1600 (1600psi) EOH Brake Actuator	\$849.99
Alpha G-1200 (1200psi) EOH Brake Actuator	\$849.99
Alpha G-1000 (1000psi) EOH Brake Actuator	\$849.99
Alpha G-1600X (1600psi) EOH Brake Actuator	\$949.99

If, in its sole discretion, Deutsche Hydrapro determines that a violation has occurred, Deutsche Hydrapro may take one or more of the actions set forth in the Violation Action portion of this policy based on the number of prior violations and seriousness of the violation; however, any single violation deemed serious enough may result in withdrawal of any benefits and rights to offer, sell, display or promote the MAP Products.

“MAP Product” means all products listed herein in the MAP Table. “MAP Price” means the price listed next to each MAP Product on the MAP Table. “MAP Pricing” refers to the minimum amount for which the MAP Product may be advertised for sale as reflected in the MAP Table.

“Advertise” or “Advertising,” as used in this MAP Policy, means all printed, e-commerce, and electronic media such as newspapers, magazines, inserts, direct mail catalogs, mailers, coupons, flyers, public signage, radio, television, Internet, website, e-tailing, bulk e-mail or similar mass media. For the purpose of clarity, website features such as “click for the price,” automated “bounce-back” pricing e-mails, pre-formatted email responses, forms, and automatic price display for any items before being placed in a customer’s shopping cart and other similar features are considered communications initiated by the reseller and therefore are included in the definition of “Advertising.”

This policy does not affect the prices dealers charge customers in their physical stores. Thus, “Advertising” does not apply to the pricing of advertising occurring only within a physical store, that is not visible in any manner to the public from the outside of the store. Deutsche Hydrapro recognizes that resellers should retain some flexibility in the marketing and selling of Deutsche Hydrapro products to reflect local market conditions and retail practices.

Violation Actions

For the first violation: Deutsche Hydrapro generally provides the reseller with a warning, giving notice via either courier, U.S. Mail, common carrier, or e-mail. The violation must be cured within five (5) business days of the sending of a notice of the violation by Deutsche Hydrapro.

For the second violation: if prompt action is not taken upon notification of the first violation, or if the first violation is serious enough by a reseller with prior notice of this MAP Policy: Deutsche Hydrapro may withdraw, for a period of 30 days, any benefits and rights to offer, sell, display, or promote the MAP Products. Notice of which will be provided to the reseller and for which Deutsche Hydrapro will maintain an internal list of all withdrawn accounts for reference by its authorized distributors (so they may ensure compliance with the MAP Policy). Deutsche Hydrapro, its distributors, or both will cancel all reseller orders for any MAP Products and refuse to accept any new orders from a violating reseller for 30 days.

For the third violation: if action is not taken within 30 days upon notification of a first or second violation, or if a first violation is serious enough by a reseller with prior notice of this MAP Policy: Deutsche Hydrapro may withdraw any benefits and rights to offer, sell, display, or promote the MAP Products for a period of 90 days. Notice of which will be provided to the reseller and the reseller will be named on the Deutsche Hydrapro list of all withdrawn accounts for reference by its authorized distributors. Deutsche Hydrapro, its distributors, or

both, will cancel all reseller orders for any MAP Products and refuse to accept any new orders from a violating reseller for 90-days.

Repeated or continued noticed failure by a reseller to abide by the MAP Policy for an extended period will result in an indefinite, and potentially permanent, withdrawal of all benefits and rights to be a reseller of Deutsche Hydrapro products, including MAP Products.

Policy Details

This MAP Policy is violated by Advertisements that could be reasonably read to imply that a MAP Product is Advertised below its MAP Price. For example, a violation occurs when a MAP Product is Advertised at the MAP Price; however, the Advertisement is accompanied by statements such as “buy one, get one for half price” or “free with purchase.”

This MAP Policy does not apply to remanufactured, used, or discontinued products, provided such used, discontinued, or remanufactured products are identified as such in the Advertisement.

Resellers remain free to sell Deutsche Hydrapro products at whatever prices they choose. Deutsche Hydrapro will neither ask for nor adopt any assurance of compliance or agreement from any reseller regarding this policy. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between the reseller and Deutsche Hydrapro, including any Dealer Agreement or Distributor Agreement, nothing in such agreements shall constitute an agreement, covenant, promise, or other contractual obligation by the reseller to comply with this policy.

This policy is “non-negotiable”; Deutsche Hydrapro will not discuss any conditions or alterations to the policy with any reseller. In addition, Deutsche Hydrapro will neither solicit nor accept any assurances of compliance with this Policy from any dealer or distributor.

Deutsche Hydrapro reserves the right to choose with whom it does business and to accept or reject any order at any time.

Deutsche Hydrapro has adopted this policy unilaterally. All compliance decisions will be solely at Deutsche Hydrapro's discretion. The policy may not be construed as a contract or agreement with any dealer or distributor or reseller.

Deutsche Hydrapro reserves the right to change, modify or terminate this MAP policy or the MAP Table at any time without notice. Deutsche Hydrapro, alone, shall enforce this MAP policy; Deutsche Hydrapro will not solicit complaints about violations of this MAP policy.

All questions about this MAP Policy should be submitted in writing and directed to:

Deutsche Hydrapro
Attn: Russell Kipnis
445 E. FM 1382
Suite 3672
Cedar Hill, TX 75104

Or contact us directly at:

info@hydraprousa.com

(469) 375-1540

Important Notice Regarding Statements by Deutsche Hydrapro Employees and Others

Under no circumstances are Deutsche Hydrapro employees, sales representatives, or any reseller of Deutsche Hydrapro (including a distributor or dealer) authorized to discuss, modify, interpret, or grant any exceptions to this policy with any reseller. Any action of an employee, sales representative, distributor or dealer, or any reseller of Deutsche Hydrapro products purporting to obtain the agreement of any person to any or all of the terms of this policy is unauthorized.