



## **intimus International North America Minimum Advertised Price (MAP) Policy Effective 5/15/17**

### **1. Introduction**

intimus International North America (intimus) We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealers' service and support efforts. As a result, intimus has unilaterally established this Minimum Advertised Price ("MAP") Policy.

### **2. Policy Statement**

intimus, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

### **3. General Guidelines**

- a. The products covered by this policy are listed in Section 1, ("MAP Products"). intimus may in its sole discretion modify this list from time to time.
- b. intimus recognizes that dealers are free to make their own decisions to advertise and sell any intimus product at any price they choose, without consulting or advising intimus. Similarly, intimus will exercise its right to make its own decisions regarding the intimus Authorized Reseller Program, supplemental marketing materials, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
- c. The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.

### **4. Advertising Guidelines**

- a. The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
- b. The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.
- c. Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.
- d. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to intimus Products,



so long as no price is listed.

e. This MAP Policy also applies to any activity which intimus determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for 'group purchases' or advertising a GSA (U.S. General Services Administration) prices and the like.

f. It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

g. From time to time, intimus may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, intimus reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

## 5. **Bundling Guidelines**

a. "Bundling" or advertising intimus products for sale together with other products will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
- ii. the product(s) bundled with MAP Products violate intimus's Intellectual Property rights; or
- iii. the product(s) bundled with MAP Products violate the intimus Trademark.
- iv. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
- v. the effective or stated discount is greater than 10% of the highest priced item in the bundle.

b. Product(s) bundled with the MAP Products must not, without conspicuous warning, be:

- i. technically incompatible.

c. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents an immediate discount of greater



than 5% of the MAP; or

- ii. the effective or stated price of the bundle represents a discount of greater than 5% of the MAP after taking into consideration any contingent future purchase.

6. **Policy Enforcement**

- a. If a dealer with multiple locations or storefronts violates this MAP Policy at any one store location, or on any associated website, then intimus will consider this to be a violation by the dealer.
- b. intimus reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if intimus reasonably believes:
  - i. a dealer has violated the provisions of this policy; or
  - ii. a dealer intends to violate this policy.
- c. intimus's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
- d. Waivers to this MAP Policy may be granted in intimus's sole discretion by the MAP Policy Administrator in writing. intimus 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.
- e. intimus monitors the advertised prices of dealers, either directly or via the use of 3<sup>rd</sup> party agencies or tools. Dealers are expected to provide reasonable cooperation in any intimus investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a intimus MAP Policy investigation is a violation of this MAP Policy.
- f. The MAP Policy will be enforced by intimus 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: [MAP@intimus.com](mailto:MAP@intimus.com)

7. **List of MAP Products** (Please see Section 1 below)



8. **MAP Policy Confirmation Agreement**

This intimus MAP Policy and Confirmation Agreement is made on this date of \_\_\_\_\_, by and between, intimus and \_\_\_\_\_.

intimus places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of intimus products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for intimus products.

**Read and Understood:**

**Authorized Reseller (Company Name)**

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web URL \_\_\_\_\_

**Authorized Reseller Representative**

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Section 1 MAP Priced Units

**INTIMUS INTERNATIONAL NORTH AMERICA**  
251 Wecor Avenue  
Wabash, Indiana 46992

**Telephone:** 800-775-2122  
**Fax:** 844-563-7720  
**E-Mail:** sales.us@intimus.com



Item Number	Description	2017 MAP
<b>intimus Office Shredders *</b>		
291134	20CC3 5/32" x 1-1/16"	\$149.75
277164	32CC3 5/32" x 1-1/16"	\$275.75
278154S1	45CC3 5/32" x 1-13/32"	\$795.75
278174S1	45CC4 1/16 x 9/16"	\$895.75
279154S1	60CC3 5/32" x 1-13/32"	\$845.75
279174S1	60CC4 1/16 x 9/16"	\$925.75
224154 *	100CP4 5/32" X 1-27/64"	\$1,180.07
227154S1	120CC3 5/32" x 1-1/16"	\$1,332.04
227174S1	120CC4 1/16" x 9/16"	\$1,464.08
225154	130CP4 5/32" X 1-27/64"	\$1,738.55
297134	175CC3 5/32" X1-3/16"	\$3,351.31
297144	175CC4 5/64" X 19/32"	\$3,750.88
<b>High Security Shredders</b>		
	NSA Level 6/P7	
278294S1	45CC6 0.8mm x 4.5mm w/o CD	\$1,275.00
279294S1	60CC6 0.8mm x 4.5mm w/o CD	\$1,575.00
227294S1	120CC6 0.8mm x 4.5mm w/o CD	\$2,375.00
227294P1	120CC6 0.8mm x 4.5mm HIGH SEC. PKG.	\$2,775.00
297291P1	175CC6 0.8mm x 4.5mm HIGH SEC. PKG.	\$4,695.00
297291	175CC6 0.8mm x 4.5mm w/Oiler	\$4,375.00
297764	175 HYBRID 0.8mm x 4.5mm 120VAC 60hz.	\$4,975.00
<b>SSD/Hard Drive/ Tablet Shredder, Degaussers *</b>		
176104	INTIMUS FLASH HEX 120V/60HZ SSD Granulator	\$11,279.57
349751	intimus 8000 Degausser	\$4,375.00
349201	intimus 9000 Degausser	\$9,475.00
349131	intimus 20000 NSA EPL Listed Degausser w/ Audit Master	\$21,975.00
348101	intimus 1000 NSA EPL Listed HDD Crusher	\$5,475.00
<b>Folder / Inserter</b>		
A00715611	TSi 2.5 Office Tabletop Folder / Inserter	\$4,650.00

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Item Number	Description	2017 MAP
<b><i>intimus Departmental Shredders: DO NOT QUALIFY FOR FREE FREIGHT</i></b>		
648104	802CC	<b>\$9,376.99</b>
649104	852CC 1/8x1 1/2" CROSS	<b>\$8,229.54</b>
<b><i>Industrial Shredders: DO NOT QUALIFY FOR FREE FREIGHT</i></b>		
347904	PACMASTER S 220 V 3-PH	<b>\$5,566.16</b>
698924	14.95 6mm X 50mm CROSS CUT 220/60 3PH	<b>\$11,378.85</b>
656944	16.86 11.8mm X 55mm CROSS CUT 220/60 3PH	<b>\$25,957.19</b>
656924	16.86 6mm X 50mm CROSS CUT 220/60 3PH-USA	<b>\$26,074.11</b>
655944	16.50S 11.8mm X 55mm CROSS CUT 220/60 3PH-USA	<b>\$22,324.02</b>
655924	16.50S 6mm X 50mm CROSS CUT 220/60 3PH-USA	<b>\$22,917.26</b>
<b><i>Industrial Shredder/Balers: DO NOT QUALIFY FOR FREE FREIGHT</i></b>		
699924 + 475904	14.87 6mm X 50mm, W/BALER 220/60 3PH	<b>\$31,117.83</b>
656944 + 475904	16.86 11.8mm X 55mm, W/BALER 220/60 3PH	<b>\$36,550.59</b>
656924 + 475904	16.86 6mm X 50mm, W/BALER 220/60 3PH-USA	<b>\$38,042.78</b>
553904 + 475944	VZ14.00 2mm X 15mm, W/BALER 220/60 3PH	<b>\$51,104.00</b>
553914 + 475944	VZ14.00 2mm X 4.5mm, W/BALER 220/60 3PH	<b>\$55,814.55</b>

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