

Re-Sellers MAPP EVIVA LLC

Effective March 1, 2015, a Minimum Advertised Price (MAP) on all EVIVA LLC products will be in effect. International wholesale accounts must reflect pricing as translated into their country currency.

For the past years EVIVA LLC has been building a strong brand in the market and providing customers with a high perceived value. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the EVIVA brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP pricing policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. Therefore, if EVIVA LLC agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

The MAP policy shall work under the following guidelines:

1. The Minimum Advertised Price for any EVIVA product shall not be below the current MAP price as published on the EVIVA price sheet unless the product is in a promotion period (this includes Auction Websites). MAP pricing is established by EVIVA and may be adjusted by EVIVA at its sole discretion.
2. The MAP for all EVIVA products shall be no more than the MSRP provided in the EVIVA Price List.
3. The MAP policy applies to all advertisements of EVIVA products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
4. The MAP policy is not applicable to: 1) Any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of their store. 2) Any email newsletters sent to your customer database.
5. The inclusion in advertising of free or discounted products (whether made by EVIVA or another manufacturer) 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.
6. 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.
7. 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 retail location or over the telephone. EVIVA dealers and sales representatives remain free to sell these products at any price they choose.
8. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer EVIVA products at any price in excess of the MAP.
9. EVIVA's MAP policy does not in any way limit the ability of any dealer 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 products is not less than MAP.
10. Dealer agrees to hold all trademarks and copyrights of EVIVA as the property of EVIVA and use advertising materials provided by EVIVA in an authorized manner only.
11. Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. EVIVA does not intend to do business with dealers or sales representatives who degrade the image of EVIVA and its products. It is EVIVA's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
12. Sales representatives of EVIVA products will supply a copy of the EVIVA MAP policy to any new or existing reseller to be filled out, acknowledged and returned to EVIVA. This form shall be signed and returned to EVIVA and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document



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MAP Agreement Confirmation

This MAP policy has been established by EVIVA to help ensure the legacy of EVIVA as a top producer bathroom vanities and accessories 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 EVIVA 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.

Agreed to by:

Company name:

Any and all other names by which this company operates (including names used on Ebay, Amazon, Auction sites etc):

Principal name printed: _____

Principal Signature: _____

Date signed: _____

Dealer Address: _____

Dealer City/State/Postal Code: _____

Phone: _____

Email: _____

Website URL: _____

If in agreement with this policy then please fill out the requested information and sign it. You may fax the 3rd page to: 973-925-4028 or you may scan the 3rd page and email to: info@eviva.us

IMPORTANT: As of March 21st 2015, no shipments will be made to any wholesaler or distributor without having completed this form and returning it to EVIVA.



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