



Minimum Advertised Price – “MAP Policy” US & Canada

As an industry leading manufacturer and supplier of superior quality antennas, Panorama Antennas, Inc. ("Panorama") strives to provide outstanding customer service and an excellent customer experience through a superb network of dealers, value added resellers (VAR's), distributors & retailers. Panorama's outstanding dealers, VAR's, distributors, and retailers, (collectively "Resellers") make substantial commitments of time and financial resources to deliver exemplary service through well trained and knowledgeable staff, detailed and informative product displays and other sales collateral. To support its Resellers' efforts and to assure the high level of customer service Panorama strives to deliver, Panorama has unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY ("MAP Policy"). Panorama has adopted this MAP Policy because Reseller advertising practices that promote Panorama's products solely on the basis of price, and not product quality, service, and other factors, is detrimental to the service and support efforts of the Resellers and harmful to Panorama's brand, reputation, and competitiveness. Accordingly, Panorama has adopted the following Policy Guidelines:

Policy Guidelines

Panorama reserves the right, at its sole discretion, to take any action, including termination of its Reseller relationship, with respect to any Reseller that violates Panorama's MAP Policy. Violations of this policy shall be determined by Panorama at its sole and absolute discretion.

1. Panorama recognizes that any authorized Panorama Reseller can make its own decisions to sell any Panorama product at any price it chooses without consulting or advising Panorama. Panorama similarly has the right to make its own independent decision regarding dealers, VAR's, distributors, and retailers it chooses to continue to sell to.
2. Panorama will maintain a "List Price" price list of those products that fall within this MAP Policy. Panorama reserves the right to revise or modify this list when and as appropriate. The published "List Price" price list is our current MAP prices.

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3. All Products sold by Panorama as displayed on our website and/or, in an active catalog will have a MAP list price. The listing by a Reseller of a price lower than the MAP list price next to a Panorama part, in any advertising will be viewed as a violation of the MAP Policy. The MAP Policy applies to all advertisement of MAP Products in any and all media, including, without limitation, coupons, flyers, posters, inserts, mailers, magazines, newspapers, catalogs, mail order catalogs, internet or similar electronic media including websites, blogs, forums, email newsletters, email solicitations, Twitter, LinkedIn, Facebook, Instagram, Pinterest or similar social media sites, television, radio, and public signage.
4. Resellers may not make any statements, displays or communications on websites that indicate, state, imply or suggest that a lower price may be found at the online check out, including but not limited to: "click here for lower price," "see lower price in cart," "add to cart for lower price," "check cart for lower price," or similar language. Such website features as "Click for price," automated "bounce - back" pricing e-mails, pre-formatted e-mail responses, forms, 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 Reseller (rather than by the customer) and constitute "advertising" subject to this MAP Policy. The MAP Policy also applies to any activity which Panorama determines, in its sole and absolute discretion, is designed or intended to circumvent the intent of the MAP Policy, such as solicitations for 'group purchases' and the like.
5. It shall not be a violation of this MAP Policy to advertise 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.
6. In its discretion, Panorama reserves the right to modify the MAP retail price with respect to the affected products for any specified period of time.
7. In its discretion, Panorama may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate, provided that (a) the advertisement include a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style; (b) an asterisk is placed next to the net price after manufacturer's rebate; and (c) the "*After manufacturer's rebate" appears in the same area of the advertisement as the advertised product.
8. Where Panorama products are advertised or promoted as part of a package that includes other products, it shall be a violation of the MAP Policy to advertise the package at a price

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that: (a) is lower than the total Minimum Advertised Price of the Panorama product or (b) violates the letter or spirit of the MAP Policy.

9. It shall be a violation of this MAP Policy to include in any advertising for Panorama products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that creates a price reduction, where the cumulative effect is to reduce the advertised price of any MAP Product below MAP (excluding any manufacturer's rebate from Panorama on Panorama's Products as noted above).
10. It shall not be a violation of the MAP Policy to advertise that a customer may "call for price" or "email for price," or to use similar language, specifically with respect to Panorama's Products, so long as no price is listed.
11. If a Reseller with multiple store locations violates the MAP Policy at any particular store location, then Panorama may consider this to be a violation by all of the Reseller's locations.
12. Panorama reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any Resellers following Panorama's verification that such Reseller has advertised any MAP Products at a retail price less than the then-current MAP list price established by Panorama, or if a Reseller has violated the MAP Policy in any other way.
13. The MAP Policy applies only to advertised prices and does not apply to the price at which products are actually sold or offered for sale to an individual consumer. Resellers remain free to establish their own resale prices. The MAP Policy also does not apply once an item is placed in a customer's "virtual shopping cart" on an internet website. Pricing that is associated with the end customer's intent to purchase is deemed the "selling price" and falls outside the MAP Policy. Resellers remain free to sell products at any price they choose.
14. Panorama's sales representatives are NOT permitted to make any agreements or assurances with respect to Panorama's MAP Policy regarding Reseller advertising or pricing.
15. The decision to implement and enforce this MAP Policy is solely to protect Panorama's brand, reputation and competitiveness and the many Resellers who promote and sell our products based on quantitative and qualitative factors.

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