

Rada Mfg. Co. Online MAP Agreement

Rada Mfg. Co. Online Minimum Advertised Price (MAP) Agreement for Rada Cutlery Resellers:

As of August 1, 2020, an Online Minimum Advertised Price (MAP) on all Rada Mfg. Co. (Rada Cutlery, RADA) products sold through Resellers will be in effect. International accounts must reflect pricing as translated into their local currency.

Rada Mfg. Co. has worked for over 70 years to build a strong brand of American-made cutlery that lasts generations and is a great value. Our Resellers are key partners in introducing people to Rada Cutlery, taking care of lifetime customers, and contributing greatly to the company and brand. The Online MAP assures Resellers are distinguishing themselves by their service to the customer. When Resellers do not adhere to the established Online MAP, it has the dramatic effect of diminishing or detracting from the Rada brand and products. A company can suffer considerable damage if products are advertised online at prices that endanger legitimate retail competition.

RADA's Online MAP policy ensures consumers purchase from Resellers based on loyalty and customer service. Therefore, if Rada agrees to allow your company to sell its products, we ask you to agree and abide by these requirements and restrictions.

The Online MAP policy:

1. The Online Minimum Advertised Price for any Rada product shall not be less than the current Manufacturer's Suggested Retail Price (MSRP) as published in the Rada Reseller Catalog.
2. Catalog items can be combined and sold as kits. Unique combinations of Rada Cutlery products not offered in the catalog may be priced 15% less than the sum of their individual catalog prices.
3. The Online MAP policy applies to all electronic advertisements of Rada products in any and all online media, including, but not limited to, email newsletters, email solicitations, electronic media, and websites. The Online MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to customers.
4. Brick-and-mortar stores and event sellers can sell at any price they choose in the store and at events. However, this Online MAP policy applies to everyone when they sell online.
5. Advertising the inclusion of a free (whether made by Rada or another manufacturer) with a product covered by the Online MAP policy is a MAP policy violation if it has the effect of discounting the advertised price of the covered product below the Online MAP.
6. If pricing is displayed other than in person (face-to-face sales), any strike-through or other alteration of the Online Minimum Advertised Price is prohibited.
7. Online 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, over the telephone, or in an online shopping cart. Rada Resellers remain free to sell these products at any price they choose.

8. Rada's Online MAP policy does not in any way limit the ability of any Reseller to advertise that they "have the lowest prices," that they "will meet or beat any competitor's price," or that consumers should "call for a price" or similar phrases as long as the price advertised online or listed for the products is not less than the Online MAP.
9. Reseller agrees to hold all trademarks of Rada as the property of Rada and use advertising materials provided by Rada in an authorized manner only.
10. Intentional or repeated failure to abide by this policy will result in termination of Reseller buying privileges. Rada will not do business with Resellers who degrade the image of Rada and its products. It is Rada's sole discretion whether to provide prior notice or issue warnings before taking any action under this policy.
11. Rada reserves the right to limit the number of Resellers on Amazon.com.
12. eBay and Other Online Selling Websites Policy:
 - a. "Buy Now" options must be priced at least at the Online MAP.
 - b. For auctions, the reserve/opening bids must start at Online MAP.
 - c. Best Offer Auctions are not allowed.
13. Rada Mfg. Co. reserves the right to restrict Resellers from bidding on, purchasing, or registering any pay-per-click (PPC) keywords on PPC search engines like Amazon, Google AdWords, Yahoo, or Bing, among others, that include Rada Cutlery's brand name or any of its product names or misspellings thereof in any keyword phrase.
14. Negotiated Contracts: From time to time, it may be explicitly approved by Rada in writing to sell certain Rada products below Online MAP pricing. The discount amount and length of time will be determined at the time of each approved promotion by Rada.
15. Rada may run a sale from time to time, and in such a case, the Online MAP will be the same as the sale price on those items and on those specific dates. Rada may or may not send out a notice in advance with details of the special.

Rada will supply a copy of the Rada Online MAP policy and agreement to any new or existing Reseller to be acknowledged and submitted to Rada. This form shall be agreed to and provided to Rada, and in doing so will bind the Reseller to abide by the Online MAP and Reseller requirements spelled out in this agreement.

Rada Mfg. Co. (Rada Cutlery, RADA) Online MAP Agreement Confirmation

This Online MAP policy has been established by Rada to help ensure the legacy of Rada as a leading provider of American-made kitchen cutlery, and to protect the reputation of its name and products. The Online MAP policy also helps to ensure Resellers set themselves apart by their service to Rada customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by completing this form.