

TRU.EARTH MINIMUM ADVERTISED PRICE (MAP) POLICY

Effective January 3, 2025, this MAP Policy will be in effect on all Tru Earth products for all distributors, retailers, resellers, sales representatives and dealers ("Resellers").

This MAP Policy is designed to maintain the integrity of the strong brand name recognition and value that Tru Earth has built since 2019 and ensure fair competition among our retail partners. By not adhering to the MAP Policy, a Reseller can dramatically diminish or detract from the value of Tru Earth brands and products. This MAP Policy is intended to allow consumers to purchase from Resellers based on loyalty and customer experience. In the interest of protecting both Resellers and consumers, it is necessary to abide by the following requirements:

1. The Minimum Advertised Price for any Tru Earth product shall be no less than the current Minimum Advertised Price as published on the Tru Earth website; to view the current price list, please visit www.tru.earth. This Minimum Advertised Price is established by Tru Earth and may be adjusted by Tru Earth at such time and in such amount as it may determine at its sole discretion.
2. You shall not list Tru Earth products on any third-party website, such as Amazon, e-bay, Walmart, etc. or any others, without prior written consent from Tru Earth. Selling Tru Earth products on your own website associated directly with your store(s) is permissible so long as this MAP Policy is adhered to.
3. This MAP Policy applies to all forms of public advertising of Tru Earth products including, but not limited to, print, online and email promotions or other electronic media, television, radio, and public signage.
4. This MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customers or consumers.
5. The inclusion in advertising of free or discounted products, with a product covered by this MAP Policy, would be contrary to the MAP Policy if it has the effect of discounting the advertised price of the covered product below the Minimum Advertised Price.
6. If pricing is displayed anywhere other than a brick-and-mortar-retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
7. This MAP Policy does not establish maximum advertised prices. All Resellers may offer Tru Earth products at any price in excess of the Minimum Advertised Price.
8. The MAP Policy does not, in any way, limit the ability of any Reseller 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 meaning as long as the price advertised or listed for the product is not less than the Minimum Advertised Price.
9. Tru Earth maintains the right to run a temporary sale at its discretion, and in such case, the Minimum Advertised Price will be the same as the temporary sale price on those particular items for that particular time period.

10. If a Reseller with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Tru Earth will consider this to be a violation of this MAP Policy by the Reseller.
11. Violations of the MAP Policy may result in cancellation of pending orders, restrictions on future orders, account suspension and termination of our business relationship, as well as any available remedies at law.
12. Tru Earth' MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as for determining appropriate consequences and sanctions.
13. Exceptions to the MAP Policy may be granted in Tru Earth' sole discretion by the MAP Policy Administrator in a written waiver. Tru Earth' sales and marketing personnel, or any other personnel, are not authorized to modify or grant exceptions to the MAP Policy. If the MAP Policy Administrator authorizes a waiver to the MAP Policy, Resellers must strictly adhere to the terms of the written waiver. Deviation from the terms of the written waiver is a violation of the MAP Policy.
14. Tru Earth monitors advertised prices across all channels, either directly or via the use of third-party agencies or tools. Resellers are expected to provide reasonable cooperation in any Tru Earth investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Tru Earth MAP Policy investigation is a violation of the MAP Policy.
15. The MAP Policy will be enforced by Tru Earth in its sole discretion and without notice. Resellers have no right to enforce the MAP Policy.
16. All questions related to the MAP Policy should be directed to: mappolicy@tru.earth

MAP CONFIRMATION

By purchasing Tru Earth, directly or through alternative sources, you are agreeing to the Map Policy.

This MAP Policy has been established by Tru Earth to help preserve and protect the reputation of Tru Earth' name, brand and products. The MAP Policy is also designed to ensure Resellers have the incentive to invest resources into services for Tru Earth' customers.

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