

Atlantic MAP Policy

Atlantic Supermarket Equipment (“Atlantic”) has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of products that are purchased from Atlantic. All Atlantic Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

Atlantic’s MAP Policy Guidelines

The reseller agrees it will not publish in any advertisement or other form of media, including but not limited to catalogs, mailers, promotional fliers, or Internet or web sites, a price for a Atlantic product that is more than fifty percent (50%) off of current list price.

Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP. Other statements such as “call for price” or “call for quote” are acceptable and permitted.

Resellers are also responsible for ensuring their Atlantic pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. Atlantic’s MAP policy for all Atlantic products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

Pricing Statements

Atlantic’s MAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as “Call for Price” or “Call for Quote.”

Free Offers Associated with Atlantic Product

Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP.

All Atlantic Products Price Matching Policies

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of Atlantic’s MAP Policy. Advertised price must always be at MAP or higher.

Failure to Comply with the MAP Policy

At the sole discretion of Atlantic, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all Atlantic products both direct as well as through distribution.

Atlantic will utilize the following steps to resolve MAP violations:

1. Any and all dealers selling Atlantic products which have not signed an Atlantic MAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of Atlantic are required to provide a signed MAP agreement from any dealer selling Atlantic products. Unauthorized dealers should not be sold to or provided a feed from any distributor whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.

1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
2. Second Violation: Authorized Reseller's account will be put on hold for 30 days.
3. Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, Atlantic will review and determine if account is to be reinstated.
4. Fourth Violation: Should Atlantic decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.